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ETAS ID: TM555259

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital one, national association, as administrative agent		12/30/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	HomeTown Oxygen, Charlotte, L.L.C.		
Street Address:	et Address: 41 Spring Street		
City:	ity: New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type: Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4615414	PATIENT ON DEMAND

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

Address Line 1: 1180 Peachtree Street NE King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	22582.515060	
NAME OF SUBMITTER:	Steven Sheesley	
SIGNATURE:	//Steven Sheesley//	
DATE SIGNED:	12/30/2019	

Total Attachments: 5

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TRADEMARK REEL: 006827 FRAME: 0868

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (the "Release"), dated as of December 30, 2019, is made by Capital One, National Association (as successor by merger to Healthcare Financial Solutions, LLC), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties in favor of Hometown Oxygen, Charlotte, L.L.C., a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to the Credit Agreement, dated as of March 9, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Persons party thereto that are designated as a "Credit Party", Healthcare Financial Solutions, LLC, as Agent for the several financial solutions from time to time party thereto and for itself as a Lender (including as a Swingline Lender) and such Lenders, and pursuant to the Trademark Security Agreement, dated as of April 30, 2018 (the "Trademark Security Agreement"), the Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on May 1, 2018 at Reel 6360 and Frame 0663; and

WHEREAS, Agent (acting at the direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement as the context may require.

- **SECTION 2**. <u>Termination and Release</u>. The Agent (acting at the direction of the Lenders), for itself and as Agent for the Lenders, hereby:
- (a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;
 - (b) authorizes the recordation of this Release with the USPTO;

- (c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and
- (d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

Name: Anthony & Sendik

Title: Duly Authorized Signatory

Acknowledged and Agreed

HOMETOWN OXYGEN, CHARLOTTE,

L.L.C., as Grantor

By:

Name: David Evans

Title: Chief Financial Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

Schedule A

U.S. Trademarks

		Application		
PATIENT ON	No. 86103116	Date 10/28/13	No. 4615414	9/30/14
DEMAND	00703770	10/20/13	7015717	7/30/14

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RECORDED: 12/30/2019