

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cadence Bank, N.A.		11/24/2020	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	US Med-Equip, LLC		
Street Address:	7028 Gessner Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88788406	MYSMARTS	
Serial Number:	88775006		
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>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.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/25/2020		
Total Attachments: 4			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of November 24, 2020, and granted by CADENCE BANK, N.A., as administrative agent (in such capacity, “**Administrative Agent**”), for the benefit of the Secured Creditors, in favor of US Med-Equip, LLC, a Texas limited liability company (“**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, Grantor executed and delivered to Administrative Agent that certain Collateral Assignment of Trademarks (the “**Collateral Assignment**”), dated as of June 19, 2020, between Grantor and Administrative Agent, for the benefit of the Secured Creditors (as defined in the Security Agreement defined therein);

WHEREAS, pursuant to the Collateral Assignment, Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Creditors, a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademarks (as defined below);

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office at Reel 6974, Frame 0710 on June 19, 2020; and

WHEREAS, Grantor has requested that Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Administrative Agent, for the benefit of the Secured Creditors, may have in the Trademarks pursuant to the Collateral Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

Definitions. The following term has the meaning set forth below:

“**Trademark**” means all of Grantor’s right, title, and interest in and to: (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Agreement); (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Release); (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States; (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, extensions and renewals of any of the foregoing; (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all

media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (ix) all rights to sue for past, present or future infringements of any of the foregoing; (x) all good will related to any of the foregoing; (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and (xii) all proceeds of any and all of the foregoing.

Release of Security Interest. Administrative Agent hereby terminates, releases and discharges any and all security interests that it has pursuant to the Collateral Assignment in the Trademarks.

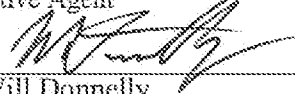
Further Assurances. Administrative Agent agrees, at Grantor's sole cost and expense, to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CADENCE BANK, N.A.,
as Administrative Agent

By: 
Name: Will Donnelly
Title: Vice President

Address for Notices:

3500 Colonnade Parkway, Suite 600
Birmingham, Alabama 35243
Attn: April Boswell
Facsimile: 205-453-4438

SIGNATURE PAGE TO
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (TRADEMARK)

TRADEMARK
REEL: 007115 FRAME: 0159

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
MYSMARTS	88788406
Eagle (black and white)	88775006