

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG		12/09/2011	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	Green Spring Health Services, Inc.		
Street Address:	6950 Columbia Gateway Drive		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2354272	ADVOCARE	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F137063		
NAME OF SUBMITTER:	Megan M. Teixeira		
Signature:	/Megan M. Teixeira/		

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**TRADEMARK
 REEL: 004679 FRAME: 0441**

Date:

12/14/2011

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, effective as of this 9 day of December, 2011, given by DEUTSCHE BANK AG, as Collateral Agent (the "Collateral Agent"), with principal offices at 60 Wall Street, New York, New York, 10005, to GREEN SPRING HEALTH SERVICES, INC., a Delaware corporation with principal offices at 6950 Columbia Gateway Drive, Columbia, Maryland 21046 (the "Grantor"), as follows:

W I T N E S S E T H

WHEREAS, the Grantor has heretofore granted to the Collateral Agent security interests in all of Grantor's right, title and interest in and to Grantor's U.S. trademarks, trademark registrations and trademark applications, including but not limited to those U.S. trademarks, trademark registrations and trademark applications to secure the Obligations (as defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Collateral Agent, dated as of April 30, 2008 as amended, modified, restated and/or supplemented from time to time (the "Security Agreement"));

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed a Grant of Security Interest in United States Trademarks for the ratable benefit of the Collateral Agent in which it granted to Collateral Agent a security interest in trademarks for the purpose of securing the Obligations;

WHEREAS, the Collateral Agent now wishes to release and restore all right, title and interest in and to the trademarks, and only the trademarks, set forth on Schedule A (the "Trademarks") to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby:

(1) releases, discharges, terminates and relinquishes unto the Grantor (i) the continuing security interests in such Grantor's right, title and interest in, to and under the Trademarks, together with any goodwill connected with and symbolized by any such

Trademarks, whether then owned or thereafter acquired or arising wherever located, which security interest was duly recorded at the United States Patent and Trademark Office at Reel 003794, Frame 0392, and (ii) any and all causes of action for past, present, and future infringement or breach of the Trademarks, with the right to sue for and collect, or otherwise recover, damages for such infringement or breach;

(2) confirms and acknowledges that, as of the date hereof, the Collateral Agent no longer has any security interest in the Trademarks; and

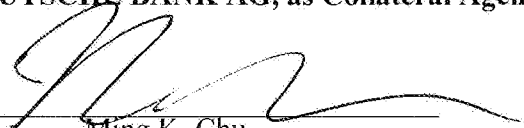
(3) authorizes and requests that the United States Patent and Trademark Office, and any other location where the security interest was filed, note and record the existence of such release hereby given.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

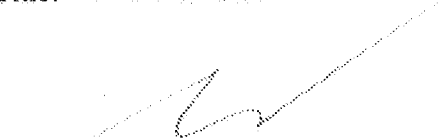
DEUTSCHE BANK AG, as Collateral Agent

By


Name: Ming K. Chu

Title: Vice President

By


Name: Heidi Sandquist

Title: Director

Signature Page to Trademark Release Agreement

TRADEMARK
REEL: 004679 FRAME: 0445

TRADEMARKS

MARK	REG. NO.	REG. DATE
ADVOCARE	2,354,272	6/6/2000