

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Guardian Healthcare Holdings, Inc.		
Street Address:	1575 Heritage Drive, Suite 201		
City:	McKinney		
State/Country:	TEXAS		
Postal Code:	75069		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77572703	GUARDIAN HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	94105-2482		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-268-6327		
Email:	kanderson@mofo.com,msm9@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	Morrison & Foerster LLP		
Address Line 2:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	68368-7		
NAME OF SUBMITTER:	Lynn M. Humphreys		
Signature:	/Lynn M. Humphreys/		

Date:

01/08/2013

**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN TRADEMARK**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (this "Release") is made as of December 21, 2012 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent for the Lenders ("Grantee"), in favor of GUARDIAN HEALTHCARE HOLDINGS, INC. ("Grantor").

WHEREAS, Grantor is a borrower under that certain Credit Agreement, dated as of June 28, 2010, by and among Grantor, the other Persons signatory thereto from time to time as Borrowers, the other Persons signatory thereto from time to time as Credit Parties, the Persons parties thereto from time to time as Lenders, and General Electric Capital Corporation, as Agent for the Lenders (as amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Guaranty, Pledge and Security Agreement dated as of June 28, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantee holds a Lien against the intellectual property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of June 28, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 28, 2010 at Reel/Frame 004232/0897;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of December 21, 2012, by and among Grantee and Borrowers, Grantee has consented to the release of the Lien on the Trademark Collateral including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, Grantee desires to release its Lien in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Trademark Collateral and Collateral granted pursuant to the Trademark Security Agreement and the Security Agreement respectively is hereby terminated and released.

2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and

continuing security interest in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes Grantor (or its agents) to file such documentation as is necessary to effect the releases of the Collateral and Trademark Collateral granted hereunder.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Grantee


By: \_\_\_\_\_

Name: R. HANES WHITELER

Title: Duly Authorized Signatory

ACCEPTED and AGREED:

GUARDIAN HEALTHCARE HOLDINGS, INC.

By: 

Name: *Doug Cannon*

Title: *CFO*

SCHEDULE I

**TRADEMARK REGISTRATIONS**

<u>Owner</u>	<u>Name</u>	<u>Application Number</u>	<u>Application Date</u>
Guardian Healthcare Holdings, Inc.	GUARDIAN HEALTHCARE	77572703	September 17, 2008