### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		101/31/2014	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Careworks Ltd.
Street Address:	5555 Glendon Court
City:	Dublin
State/Country:	ОНЮ
Postal Code:	43016
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2429791	VOCWORKS

## **CORRESPONDENCE DATA**

**Fax Number**: 2124464900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: Attn Hayley Smith, Sr. Legal Assistant

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	CAREWORKS (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
	TRADEMARK

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Date:	02/03/2014
Total Attachments: 4 source=Careworks IP Release - Careworks	Ltd#page2.tif Ltd#page3.tif

# RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is made as of January 31, 2014 ("Effective Date") by U.S. Bank National Association ("Secured Party") in favor of Careworks Ltd. (the "Debtor").

**WHEREAS,** Arrowood Investment Group, LLC (the "<u>Borrower</u>"), an affiliate of Debtor, and the Secured Party entered into that certain Loan Agreement by and between the Borrower and Secured Party dated September 16, 2009 and that certain Loan Agreement by and between the Borrower and Secured Party dated November 16, 2012 (together, the "<u>Loan Agreements</u>");

WHEREAS, pursuant to the Loan Agreements, that certain Patent and Trademark Security Agreement dated September 16, 2009 and that certain Patent and Trademark Security Agreement dated November 16, 2012 (together, the "Patent and Trademark Security Agreements") were (a) entered into by the Debtor in favor of the Secured Party to record the security interest and lien granted by the Debtor to the Secured Party, including in and on the Collateral (as defined in the Patent and Trademark Security Agreements), including the trademark registrations set forth on Schedule A hereto, and (b) recorded with the United States Patent and Trademark Office on September 23, 2009, at Reel 004066, Frame 0655 and on November 30, 2012, at Reel 004910, Frame 0376, respectively; and

**WHEREAS**, Debtor requests a specific release of the security interest and lien granted and recorded against the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby (i) terminates the Patent and Trademark Security Agreements and releases and re-assigns to Debtor any and all liens, security interests, or other right, title and interest it may have in, on, to and under the Collateral (including the trademark registration set forth on Schedule A), together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Debtor; and (iii) authorizes and requests that the United States Patent and Trademark Office records the release hereby given and any other filings necessary to evidence the release and termination of the Secured Party's rights under the Patent and Trademark Security Agreements with respect to the Collateral.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri.

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

U.S. BANK NATIONAL-ASSOCIATION

Title: Matthew R. Freund
Assistant Vice President

# **SCHEDULE A**

<u>Mark</u>	Reg. No.	Reg. Date
VOCWORKS	2,429,791	February 20, 2001

RECORDED: 02/03/2014