

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment re R4133/F0472 and R3854/F0853		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P.		02/04/2014	LIMITED PARTNERSHIP: DELAWARE
Goldman Sachs Specialty Lending Holdings, Inc.		02/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NextCare, Inc.		
Street Address:	1138 N. Alma School Road, Suite 120		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3785732	WAHOO	
Registration Number:	3392840	NEXTXPRESS	
Registration Number:	3402987	NEXTXPRESS	
Registration Number:	2164678	NEXTCARE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

ATTORNEY DOCKET NUMBER:	214338-80
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	02/05/2014
<b>Total Attachments: 3</b> source=Trademark Release - NextCare (Goldman) (2)_GS#page1.tif source=Trademark Release - NextCare (Goldman) (2)_GS#page2.tif source=Trademark Release - NextCare (Goldman) (2)_GS#page3.tif	

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 4, 2014, by Goldman Sachs Specialty Lending Group, L.P. and Goldman Sachs Specialty Lending Holdings, Inc. ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, NextCare, Inc., a Delaware corporation (the "Grantor") and Secured Party were parties to that certain First Amendment to Intellectual Property Security Agreement dated as of January 19, 2010 and that certain Intellectual Property Security Agreement dated as of September 11, 2008 (the "Security Agreements") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined below) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreements were recorded by the Trademark Division of the United States Patent and Trademark Office on January 19, 2010 at Reel 4133, Frame 0472 and on September 17, 2008 at Reel 3854, Frame 0853;

WHEREAS, the Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor,

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of the Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral");

(i) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, listed on Schedule 1 hereto (collectively, the "Trademarks"); and

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and


(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

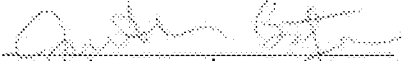
*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**Goldman Sachs Specialty Lending Group, L.P.**

By:   
Name: Justin Batzen  
Title: Senior Vice President

**Goldman Sachs Specialty Lending Holdings, Inc.**

By:   
Name: Justin Batzen  
Title: Senior Vice President

SCHEDULE 1

Trademark Registrations and Pending Applications

Mark	Country	Registration No.	Registration Date	Application Serial No.	Filing Date
WAHOO	United States	3785732	5/4/10	77637227	12/19/08
NEXTXPRESS	United States	3392840	3/4/08	78551959	1/21/05
NEXTXPRESS	United States	3402987	3/25/08	78552034	1/21/05
NEXTCARE	United States	2164678	6/9/98	75193566	11/5/96