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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
First International Bank & Trust		02/06/2014	Bank: NORTH DAKOTA

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: 1

Property Type	Number	Word Mark
Registration Number:	2164678	NEXTCARE

CORRESPONDENCE DATA

Fax Number: 3125774565

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

Mail.

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:	02/07/2014

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 6. 2014, by First International Bank & Trust ("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).

WITNESSETH:

WHEREAS, NextCare, Inc., a Delaware corporation (the "Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of November 24, 2004 (the "Security Agreement") 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 Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 9, 2004 at Reel 2987, Frame 0615:

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 "<u>Trademark Collateral</u>"):
 - (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 <u>Schedule 1</u> hereto (collectively, the "<u>Trademarks</u>"); 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.
- 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]

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

First International Bank & Trust

Name:

itle: 1/1/ //cz

SCHEDULE 1

Trademark Registrations and Pending Applications

Mark		No.	Date	Serial	Date
NEXTCARE	United	2164678	6/9/98	75193566	11/5/96
	States				

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RECORDED: 02/07/2014

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