

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks Recorded at R/F: 4636/0763		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING V, LLC, AS ADMINISTRATIVE AGENT		03/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	INTERACTIVE HEALTH SOLUTIONS, INC.		
Street Address:	3800 North Wilke Road Suite 155		
City:	Arlington Heights		
State/Country:	ILLINOIS		
Postal Code:	60004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3333471	IHS	
Registration Number:	3333472	IHS	
Registration Number:	3304914	INTERACTIVE HEALTH SOLUTIONS	
Registration Number:	3474549	IHI	
Registration Number:	3342682	WATCH HOW LIFE GETS BETTER	
Registration Number:	3305498	A SMARTER WAY TO BETTER HEALTH	
Registration Number:	3315695	GOOD HEALTH IS GOOD BUSINESS	
Registration Number:	3338072		
Registration Number:	3289170	INTERACTIVE HEALTH INDEX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jfanelly@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Jimmy Fanelly		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19932-002		

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NAME OF SUBMITTER:	James Fanelly
SIGNATURE:	/James Fanelly/
DATE SIGNED:	03/26/2014
Total Attachments: 3 source=Termination of Security Interest in Trademarks#page1.tif source=Termination of Security Interest in Trademarks#page2.tif source=Termination of Security Interest in Trademarks#page3.tif	

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

THIS **TERMINATION OF SECURITY INTERESTS IN TRADEMARKS** dated as of March 26, 2014 (this “**Termination**”) is made by MidCap Funding V, LLC, as administrative agent for Lenders (the “**Administrative Agent**”) under that certain Notice of Grant of Security Interest in Trademarks dated as of October 4, 2011 (as amended and in effect immediately prior to the date hereof, the “**Trademark Security Agreement**”) in favor of Interactive Health Solutions, Inc., a Delaware corporation (the “**Grantor**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent, for its benefit and the benefit of the Lenders, a first priority security interest in, and a right of set off against, all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including those trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 6, 2011, at Reel 4636 and Frame 0763;

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the “**Released Collateral**”);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Released Collateral, (b) release its security interest in the Released Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Released Collateral.

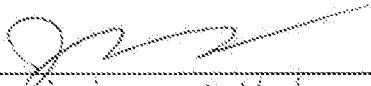
Administrative Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor (at Grantor’s sole cost and expense) to more fully and effectively effectuate the purposes of this Termination.

Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Termination of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

MIDCAP FUNDING V, LLC,
as Administrative Agent

By: 
Name: Joshua Rothberg
Title: Director

[Signature Page to Termination of Security Interest in Trademarks]

Schedule A

Trademark Collateral

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No./Application No.
IHS	Reg. No. 3,333,471
IHS and Design	Reg. No. 3,333,472
Interactive Health Solutions	Reg. No. 3,304,914
IHI	Reg. No. 3,474,549
Watch How Life Gets Better	Reg. No. 3,342,682
A Smarter Way to Better Health	Reg. No. 3,305,498
Good Health is Good Business	Reg. No. 3,315,695
Running Man Logo	Reg. No. 3,338,072
Interactive Health Index	Reg. No. 3,289,170