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ETAS ID: TM306876

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE PROCTER & GAMBLE COMPANY		06/06/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	MDVIP, INC.	
Street Address:	1875 NW Corporate Blvd., Suite 300	
City:	Boca Raton	
State/Country:	FLORIDA	
Postal Code:	33431	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2999462	MDVIP
Registration Number:	2999461	MDVIP
Registration Number:	3331556	MYMDVIP
Registration Number:	3376500	MY MD VIP

CORRESPONDENCE DATA

Fax Number: 2127557306

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Nancy Hoffman
Address Line 1: 222 East 41 Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 906828.060055	
NAME OF SUBMITTER:	Nancy L. Hoffman
SIGNATURE:	/Nancy L. Hoffman/
DATE SIGNED:	06/06/2014

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), dated as of June 6, 2014, is made by THE PROCTER & GAMBLE COMPANY (the "Lender") in favor of MDVIP, INC., a Delaware corporation (the "Grantor"). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Loan Agreement (as defined herein).

WITNESSETH:

WHEREAS, the Lender and the Grantor are party to that certain Loan and Security Agreement, dated July 7, 2008, between the Lender and the Grantor (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Grantor authorized the granting of a security interest to the Lender in all Trademarks of Grantor, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Grantor is party to that certain Trademark Security Agreement, dated as of July 7, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), between the Grantor and the Lender, pursuant to which the Grantor granted to the Lender a continuing security interest in all of Grantor's Trademarks, including the Trademarks listed on Schedule A hereto, to secure the Obligations of the Grantor upon the terms and subject to the conditions set forth therein:

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 15, 2008 at Reel/Frame 003815/0701 through 003815/0706; and

WHEREAS, the Lender has agreed to terminate, release, extinguish and discharge fully the security interest in, all of Grantor's right, title and interest in, to and under all Trademarks of Grantor, including the Trademarks listed on Schedule A;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

- 1. The Lender hereby terminates, releases, extinguishes and discharges fully the security interest in, all of the right, title and interest of the Lender, in, to and under all of Grantor's Trademarks, including those Trademarks listed on Schedule A, and the goodwill associated therewith, and reassigns and transfers any and all interest that Lender may have in such Trademarks, along with the goodwill associated therewith, to the Grantor.
- 2. The Lender hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby.

- 3. Delivery of an executed signature page of this Release or any document or instrument delivered in connection herewith by facsimile transmission or electronic PDF shall be effective as delivery of a manually executed counterpart.
- 4. This Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the laws of the State of New York.

[Signature page follows]

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IN WITNESS WHEREOF, the Lender has caused this Release to be executed and delivered by its duly authorized officer or representative as of the date first above written.

LENDER:

THE PROCTER & GAMBLE COMPANY

Name: Valarie L. Sheppard /

Title: Senior Vice President, Comptroller

and Treasurer

REEL: 005297 FRAME: 0622

Schedule A

<u>Mark</u>	Reg. No. / Ser. No.	Date Registered/Filed
MDVIP	2999462	Registered
		September 27, 2005
MDVIP and Design	2999461	Registered
MDVIP		September 27, 2005
MYMDVIP	3331556	Registered
MYMDVIP		November 6, 2007
MYMDVIP and Design	3376500	Registered
		January 29, 2008

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RECORDED: 06/06/2014