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ETAS ID: TM327288

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks (Reel 3679, Frame 0406)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch (as successor-in-interest to Wells Fargo Bank, N.A., the successor-in-interest to Wachovia Bank, National Association)		12/23/2014	CORPORATION: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	Massachusetts Behavioral Health Partnership		
Street Address:	1000 Washington Street		
Internal Address:	Suite 310		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02118		
Entity Type:	PARTNERSHIP: MASSACHUSETTS		
Composed Of:	<ul> <li>Options Health Care, Inc., DELAWARE, CORPORATION</li> <li>ValueOptions, Inc., VIRGINIA, CORPORATION</li> </ul>		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2865003	МВНР	
Registration Number:	2865004	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PAR	

## CORRESPONDENCE DATA

**Fax Number:** 2129096836

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:** 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Max Shaul, Esq.
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Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 22606-4008

NAME OF SUBMITTER: Max Shaul TRADEMARK

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SIGNATURE:	/Max Shaul/				
DATE SIGNED:	12/24/2014				
Total Attachments: 4					
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TRADEMARK REEL: 005429 FRAME: 0356

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 23, 2014 (the "Effective Date"), by UBS AG, Stamford Branch (as successor-in-interest to Wells Fargo Bank, N.A., the successor-in-interest to Wachovia Bank, National Association), in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent"), in favor of Massachussets Behavioral Health Partnership (the "Grantor"). Unless otherwise defined herein, terms defined in the Security Agreement (defined below) and used herein have the meaning given to them in the Security Agreement.

WHEREAS, the Grantor, the other grantors party thereto and Wachovia Bank, National Association, in its capacity as collateral agent for the Secured Parties ("Wachovia"), entered into a Pledge and Security Agreement, dated as of December 13, 2007 (the "Security Agreement"), pursuant to which the Grantor executed and delivered to Wachovia that certain Trademark Security Agreement, dated as of December 13, 2007 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to Wachovia, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether then-presently existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and (b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto;

**WHEREAS**, the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent and Trademark Office on December 14, 2007 at Reel 3679, Frame 0406; and

WHEREAS, pursuant to that certain Resignation and Acceptance Agreement (First Lien) dated as of April 8, 2013, by and among Wells Fargo Bank, N.A. (as successor-in-interest to Wachovia)("Wells Fargo"), UBS AG, Stamford Branch and certain other parties specified therein, Wells Fargo resigned as collateral agent under the Security Agreement and the Trademark Security Agreement, and UBS AG, Stamford Branch assumed the rights, powers, privileges, obligations and duties of Wells Fargo thereunder.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for the benefit of the Secured Parties, hereby agrees as follows:

The Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates and releases the security interest in the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement.

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If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, it hereby irrevocably reassigns and retransfers all such right, title and interest to the Grantor.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

UBS AG, Stamford Branch (as successor-ininterest to Wells Fargo Bank, N.A., the successor-in-interest to Wachovia Bank, National Association), as Collateral Agent

By:

Name: Houssem Daly
Title: Associate Director

By:

lame: James Morgan

Fithe: Executive Director

**REEL: 005429 FRAME: 0359** 

# **SCHEDULE I**

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS

# **Trademarks:**

	Mark Registration Number Registration Date				
1.	МВНР	2865003	7/20/2004		
2.	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP (and design)	2865004	7/20/2004		

## **Trademark Licenses:**

None

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**RECORDED: 12/24/2014** 

TRADEMARK REEL: 005429 FRAME: 0360