

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks (Reel 3679, Frame 0398)

## 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

<b>Name:</b>	ValueOptions, Inc.
<b>Street Address:</b>	240 Corporate Boulevard
<b>City:</b>	Norfolk
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23502
<b>Entity Type:</b>	CORPORATION: VIRGINIA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2701189	ACHIEVE SOLUTIONS
Registration Number:	3572940	HEALTHYMINDS
Registration Number:	3493622	STAYS SAFE
Registration Number:	3664061	VALUE ADDED
Registration Number:	3089322	VALUEOPTIONS
Registration Number:	3151439	VALUEOPTIONS
Registration Number:	3623914	VALUEOPTIONS IMPROVING BEHAVIOR TO IMPRO
Registration Number:	3627573	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS
Registration Number:	3627574	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS
Registration Number:	3627575	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS-
Registration Number:	3750270	VALUESELECT

## 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

TRADEMARK

**Correspondent Name:** Max Shaul, Esq.  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** Debevoise & Plimpton LLP  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 22606-4008

**NAME OF SUBMITTER:** Max Shaul

**SIGNATURE:** /Max Shaul/

**DATE SIGNED:** 12/24/2014

**Total Attachments: 4**

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**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 ValueOptions, Inc. (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 0398; 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:

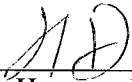
The Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates and releases the security interest in the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement.

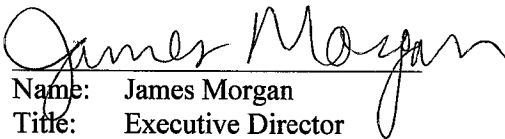
If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, it hereby irrevocably reassigns and retransfers all such right, title and interest to the Grantor.

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-in-interest to Wells Fargo Bank, N.A., the successor-in-interest to Wachovia Bank, National Association), as Collateral Agent**

By:   
Name: Housseem Daly  
Title: Associate Director

By:   
Name: James Morgan  
Title: Executive Director

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**Trademarks:**

	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
1.	ACHIEVE SOLUTIONS	2701189	3/25/2003
2.	HEALTHY MINDS	3572940	2/10/2009
3.	STAYS SAFE	3493622	8/26/2008
4.	VALUE ADDED	3664061	8/4/2009
5.	VALUEOPTIONS	3089322	5/9/2006
6.	VALUEOPTIONS (and design)	3151439	10/3/2006
7.	VALUEOPTIONS IMPROVING BEHAVIOR TO IMPROVE HEALTH	3623914	5/19/2009
8.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS	3627573	5/26/2009
9.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS - PHARMACY	3627574	5/26/2009
10.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS-TOTAL HEALTH	3627575	5/26/2009
11.	VALUESELECT	3750270	2/16/2010

**Trademark Licenses:**

None