ETAS ID: TM327992

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
Bank of America, N.A., as Administrative Agent		12/22/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Clinical Innovations, LLC	
Street Address:	s: 747 West 4170 South	
City:	Murray	
State/Country:	UTAH	
Postal Code:	84123	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2772711	LATITUDE

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 415-591-1000

trademarksSF@winston.com Email:

Becky L. Troutman c/o Winston & Strawn **Correspondent Name:**

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	014348.00011
NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	01/05/2015

Total Attachments: 3

source=BofA-Release-Clinical Innovations LLC#page1.tif source=BofA-Release-Clinical Innovations LLC#page2.tif source=BofA-Release-Clinical Innovations LLC#page3.tif

> **TRADEMARK** REEL: 005434 FRAME: 0690

900311762

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 22, 2014 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent (the "<u>Administrative Agent</u>") in favor of Clinical Innovations, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of November 15, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to Trademarks;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of November 15, 2012 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on November 15, 2012 at Reel 4901 Frame 0551.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor (the "parties") agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under the Trademarks listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.
- **SECTION 4**. <u>Acknowledgement</u>. The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademarks not listed on Schedule A.

TRADEMARK
REEL: 005434 FRAME: 0691

Schedule A

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
LATITUDE	2772711	10/07/03

TRI1\896835v1

TRADEMARK REEL: 005434 FRAME: 0692 IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

Name: Reneé M

Title: Assistant Vice President

TRII\784310v2 TRII\896835v1

> TRADEMARK REEL: 005434 FRAME: 0693