

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Recorded 5/24/11 at Reel/Frame 4546/0494)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Healthcare LLC, as Administrative Agent		02/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ernest Health, Inc.		
Street Address:	7770 JEFFERSON ST. NE		
City:	ALBUQUERQUE		
State/Country:	NEW MEXICO		
Postal Code:	87109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4011508	ERNEST HEALTH, INC.	
Registration Number:	4008867		
Registration Number:	2995535	ERNEST HEALTH	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>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.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	021363.000000		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/jes/		
DATE SIGNED:	03/10/2015		
Total Attachments: 3			

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February ~~25~~ 2015 (“Release”), is made by CIT Healthcare LLC, a Delaware limited liability company, as Administrative Agent (“Administrative Agent”) in favor of Ernest Health, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of May 13, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of May 13, 2011 (“Notice”); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on May 24, 2011 at Reel 4546 Frame 0494.

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 agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. 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 all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; 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.

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:

CIT Healthcare LLC, as Administrative Agent

By: 

Name: Fred Avila

Title: Director

Schedule A

Registered Marks

Mark	Reg. No.	Reg. Date
ERNEST HEALTH, INC. and Design	4011508	08/16/11
Design only	4008867	08/09/11
ERNEST HEALTH	2995535	09/13/05