

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABACUS FINANCE GROUP, LLC		04/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WPI ACQUISTION CORP.		
Street Address:	3580 Oceanside Road		
City:	Oceanside		
State/Country:	NEW YORK		
Postal Code:	11573		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3876100	PEOPLE WITH A PURPOSE WOODBURY HEALTH PR	
Registration Number:	3876101	PEOPLE WITH A PURPOSE	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	040170.05		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	04/17/2015		
Total Attachments: 5			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of April 16, 2015 and granted by ABACUS FINANCE GROUP, LLC (the "**Agent**"), in favor of WPI ACQUISITION CORP. (dba Woodbury Health Products) (the "**Grantor**").

WHEREAS, pursuant to the requirements of that certain Guarantee and Collateral Agreement, dated as of March 6, 2012 (the "**Collateral Agreement**"), among the Grantor, certain other grantors party thereto and the Agent, entered into in connection with that certain Credit Agreement, dated as of March 6, 2012 (the "**Credit Agreement**"), among WPI Holdings Corp. (the "**Borrower**"), a Delaware corporation, Agent and the Lenders party thereto, the Grantor was required to grant a security interest in certain of its assets for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), including but not limited to its trademarks, to the Agent;

WHEREAS, the Grantor executed and delivered to the Agent the Trademark Security Agreement, dated as of March 6, 2012 (the "**Trademark Security Agreement**");

WHEREAS, pursuant the Trademark Security Agreement, the Grantor granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantor's right, title and interest in, to and under the trademarks listed on Schedule 1 attached hereto, including all reissues, continuations or extensions of the foregoing, and all goodwill of the business connected with the use of, and symbolized by, each such trademark (the "**Trademark Collateral**");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at 4731/0714 on March 6, 2012;

WHEREAS, the Borrower and the Agent entered into a payoff letter dated the date hereof pursuant to which the Grantor's grant of a security interest in all of its Collateral (as defined in the Collateral Agreement) was released; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Trademark Security Agreement.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Grantor hereby state as follows:

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral. The Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.
2. Further Assurances. Agent agrees to (at Grantor's expense) execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.
3. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.
4. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, the Agent and the Grantor have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

WPI ACQUISITION CORP.,
and as doing business as Woodbury Health
Products,
as Grantor

By: 
Name: Seth Segel
Title: Chief Executive Officer

ABACUS FINANCE GROUP, LLC,
as Agent

By: _____
Name:
Title:

[Signature page - Release of Trademark Security Interest]


TRADEMARK
REEL: 005499 FRAME: 0313

IN WITNESS WHEREOF, the Agent and the Grantor have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

WPI ACQUISITION CORP.,
and as doing business as Woodbury Health
Products,
as Grantor

By: _____
Name:
Title:

ABACUS FINANCE GROUP, LLC,
as Agent

By: 
Name: ERIC PETERSEN
Title: VICE PRESIDENT

[Signature page - Release of Trademark Security Interest]

TRADEMARK
REEL: 005499 FRAME: 0314

SCHEDULE 1**REGISTERED TRADEMARKS**

Grantor	Mark	Registration Number	Registration Date
WPI Acquisition Corp. dba Woodbury Health Products	PEOPLE WITH A PURPOSE WOODBURY HEALTH PRODUCTS (and Design)	3,876,100	11/16/2010
WPI Acquisition Corp. dba Woodbury Health Products	PEOPLE WITH A PURPOSE	3,876,101	11/16/2010