

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Bank of Canada		06/24/2015	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Design RX, LLC		
<b>Street Address:</b>	2181 E. Aurora Rd.		
<b>City:</b>	Twinsburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44087		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WYOMING		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3322379	DESIGNRX	
<b>Registration Number:</b>	3454412	DESIGNRXCLUSIVE	
<b>Registration Number:</b>	3265818	DESIGNRX	
<b>Registration Number:</b>	3458670	DESIGN RXCLUSIVE	
<b>Registration Number:</b>	3408268	DESIGNRX	
<b>Registration Number:</b>	3368682	DESIGNRX	
<b>Registration Number:</b>	4071022	FERTILITY BY DESIGN	
<b>Registration Number:</b>	3242923	MANAGED CASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		

OP \$215.00 3322379

<b>DATE SIGNED:</b>	06/24/2015
---------------------	------------

**Total Attachments: 5**

source=Envision - Trademark Release (2nd Lien)#page1.tif

source=Envision - Trademark Release (2nd Lien)#page2.tif

source=Envision - Trademark Release (2nd Lien)#page3.tif

source=Envision - Trademark Release (2nd Lien)#page4.tif

source=Envision - Trademark Release (2nd Lien)#page5.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Royal Bank of Canada

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Bank \_\_\_\_\_

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 24, 2015

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release of Second Lien Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Design RX, LLC

Street Address: 2181 E. Aurora Rd.

City: Twinsburg

State: OH

Country: USA      Zip: 44087

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship USA-WY

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)      Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY      Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

June 24, 2015  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 24, 2015 (the “Effective Date”), is made by Royal Bank of Canada, in its capacity as collateral agent (the “Collateral Agent”), in favor of Design RX, LLC (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of November 4, 2013, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of November 4, 2013 (the “Second Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantor listed on Schedule I attached thereto and all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 6, 2013 at Reel/Frame 5147/0670;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Second Lien Pledge and Security Agreement or the Second Lien Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby absolutely, unconditionally and irrevocably releases, forever discharges, terminates, extinguishes and cancels all of its security interest in and to the Trademark Collateral, including the Trademarks set forth on Schedule I attached hereto, arising under the Second Lien Pledge and Security Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Second Lien Pledge and Security Agreement or Second Lien Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.
4. Further Assurances. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given and agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all

documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

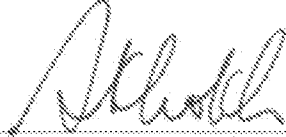
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

This release shall be binding upon Collateral Agent's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Grantor and its successors and assigns.

*[Signature Page Follows]*

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

ROYAL BANK OF CANADA, as Collateral Agent

By: 

Name: Susan Khokher  
Manager, Agency

Title:

SCHEDULE I

	<b>Owner</b>	<b>Trademark</b>	<b>Reg. No.</b>
1.	Design Rx, LLC	DESIGNRX	3322379
2.	Design Rx, LLC	DESIGNRXCLUSIVE	3454412
3.	Design Rx, LLC	DESIGNRX	3265818
4.	Design Rx, LLC	DESIGNRXCLUSIVE	3458670
5.	Design Rx, LLC	DESIGNRX	3408268
6.	Design Rx, LLC	DESIGNRX	3368682
7.	Design Rx, LLC	FERTILITY BY DESIGN	4071022
8.	Design Rx, LLC	MANAGED CASH	3242923