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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM350108 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		07/09/2015	National Banking Association:

RECEIVING PARTY DATA

Name:	ActivStyle Holding Company
Street Address:	630 Fifth Avenue
Internal Address:	Suite 400
City:	New York
State/Country:	NEW YORK
Postal Code:	10111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2440175	RELY

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: ptdocketing@hklaw.com, elizabeth.burkhard@hklaw.com

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	113658.00062		
NAME OF SUBMITTER:	Catherine Langlais		
SIGNATURE:	/Catherine Langlais/		
DATE SIGNED:	08/03/2015		

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is granted as of July 9, 2015 by U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders (in such capacity, the "Agent"), in favor of ACTIVSTYLE HOLDING COMPANY, a corporation organized under the laws of the State of Delaware (the "Assignor").

RECITALS

- A. Senior Care Services, Inc. ("<u>SCSI</u>") previously owned the trademark identified on Schedule I hereto (the "<u>Trademark</u>").
- B. Pursuant to the certain Pledge and Security Agreement and Irrevocable Proxy dated as of April 30, 2010 given by the grantors party thereto in favor of the Agent as agent for the lenders from time to time party to the Credit Agreement (as defined therein) (the "Secured Parties"), SCSI executed and delivered to the Agent, for itself and the ratable benefit of the Secured Parties, a Collateral Assignment (Trademarks) (the "Collateral Assignment"), which was recorded with the Trademark Division of the United States Patent and Trademark Office ("PTO") on May 25, 2010, at Reel 4236, Frame 0285.
 - C. SCSI assigned the Trademark to the Assignor on March 28, 2011.
- D. The assignment was recorded with the PTO on March 28, 2011, at Reel 4507, Frame 0952.
- E. SCSI, ActivStyle, Inc., a corporation organized under the laws of the State of Minnesota ("ASI"), Rely Medical Supply, Inc., a corporation organized under the laws of the State of Colorado ("RMSI"), Advocate Medical Services, Inc., a corporation organized under the laws of the State of Florida ("AMSI"), St. Andrew's Medical Supply, Inc., a corporation organized under the laws of the State of Florida ("SMSI"), Ostomy Center ICU Company, a corporation organized under the law of the State of Illinois ("Ostomy"), Home Wellness, Inc., a corporation organized under the laws of the State of New Jersey ("Home"), Stay Dry Products, Inc., a corporation organized under the laws of the State of New Jersey ("Stay Dry"), M.A.R.Y. Medical, Inc., a corporation organized under the laws of the State of California ("MM") and Champlain Valley Brace and Limb, L.L.C., a limited liability company organized under the laws of the State of New York ("CVBL" and together with ASI, SCSI, RMSI, AMSI, SMSI, Ostomy, Home, Stay Dry and MM each a "Borrower" and collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and the Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of June 20, 2014 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), pursuant to which the Agent and the Lenders agreed, among other things, to extend certain credit accommodations to the Borrowers under the terms and conditions set forth therein.
- F. In connection with the Credit Agreement, Assignor executed and delivered in favor of the Agent and the Lenders a Second Amended and Restated Guaranty dated as of June

- 20, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), pursuant to which Assignor, among other things, unconditionally guaranteed all of the Borrowers' obligations under the Credit Agreement.
- G. Pursuant to the Credit Agreement, Assignor executed and delivered an Acknowledgement of Continuing Trademark Security Interest (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Acknowledgment") to confirm that it would now be considered the grantor under the Collateral Assignment with respect to the Trademark Collateral (as defined below).
- H. The Acknowledgment was dated as of June 20, 2014, and was recorded with the PTO against the Trademark Collateral identified on Exhibit A hereto on June 24, 2014, at Reel 5308, Frame 0742.
- I. Assignor has satisfied all of its obligations to the Agent and has requested that the Agent terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

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

- 1. <u>Definitions</u>. Capitalized terms used herein without definition are used as defined in the Credit Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its security interest in and liens on the Collateral of Assignor that was the subject of the Collateral Assignment (collectively, the "<u>Trademark Collateral</u>") which includes, without limitation, the following:

all of the present United States trademarks and trade names, and the registrations and applications (except for intent-to-use trademark applications) therefor owned by the Assignor, including but not limited to those federally registered trademarks and trade names set forth on Exhibit A hereto, and including, without limitation, any and all common law rights in the trademarks owned by the Assignor, including but not limited to those common law rights set forth on Exhibit A hereto, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said trademarks.

3. <u>Reassignment</u>. The Agent hereby reassigns, grants and conveys to Assignor, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, as Agent

Name: Bradley R. Sprang

Title: Senior Vice President

EXHIBIT A

U.S. Applications and Registrations

Trademark	Reg. No.	Reg. Date	Country
RELY PRODUCTS & Design	2440175	April 3, 2001	United States
Pelly			

Common Law Marks

RELY PRODUCTS

RECORDED: 08/03/2015