TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM350136

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: 2

Property Type Number		Word Mark		
Registration Number: 4048729		CATH EASIER. CATH FASTER. CATH HEALTHIER		
Registration Number: 4092061		YOUR MEDICAL SUPPLY ADVOCATE		

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. ActivStyle, Inc., a corporation organized under the laws of the State of Minnesota ("ASI"), Senior Care Services. Inc., a corporation organized under the laws of the State of Colorado ("SCSI"), 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. (f/k/a Home Wellness Acquisition Company), a corporation organized under the laws of the State of New Jersey ("Home") and Stay Dry Products, Inc. (f/k/a Stay Dry Acquisition Company), a corporation organized under the laws of the State of New Jersey ("Stay Dry" and together with ASI, SCSI, RMSI, AMSI, SMSI, Ostomy and Home, each a "Borrower" and collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and the Agent previously entered into an Amended and Restated Credit Agreement dated as of June 14, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof (including by the Second Amended and Restated Credit Agreement dated as of June 20, 2014), 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.
- B. In connection with the Credit Agreement, Assignor previously executed and delivered in favor of the Agent and the Lenders an Amended and Restated Guaranty dated as of June 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time (including by the Second Amended and Restated Guaranty dated as of June 20, 2014), the "Guaranty"), pursuant to which Assignor, among other things, unconditionally guaranteed all of the Borrowers' obligations under the Credit Agreement.
- C. Pursuant to the Credit Agreement, Assignor executed and delivered a Collateral Assignment Agreement (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Collateral Assignment") granting the Agent a security interest in and lien on certain Trademark Collateral (as defined below).
- D. The Collateral Assignment was dated as of June 14, 2011, and was recorded with the United States Patent and Trademark Office against the Trademark Collateral identified on Exhibit A hereto on June 16, 2011, at Reel 4563, Frame 0753.

E. 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.

[The remainder of this page is intentionally left blank.]

NAI-1500424369v1 -2-Error! Bookmark not defined. 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

Termination and Release of Security Interest in Trademarks (ActivStyle Holding Company)

EXHIBIT A

U.S. Applications and Registrations

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
CATH EASIER, CATH FASTER, CATH HEALTHIER	85281652	03/30/2011	4048729	11/01/11	Registered	ActivStyle Holding Company
YOUR MEDICAL SUPPLY ADVOCATE	85165267	10/29/2010	4092061	01/24/12	Registered	ActivStyle Holding Company

Common Law Marks

NONE

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RECORDED: 08/03/2015