# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM357362

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		09/24/2015	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	INTERIM HEALTHCARE INC.		
Street Address:	1601 Sawgrass Corporate Parkway, Suite 220		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	CORPORATION: FLORIDA		

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4428294	INTERIM HEALTHCARE HOSPICE
Registration Number:	4424842	INTERIM C·O·N·N·E·C·T

#### CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

SUSAN ZABLOCKI Correspondent Name:

Address Line 1: KIRKLAND & ELLIS LLP Address Line 2: **601 LEXINGTON AVENUE** 

NEW YORK, NEW YORK 10022 Address Line 4:

ATTORNEY DOCKET NUMBER:	15375-21

NAME OF SUBMITTER: Susan Zablocki **SIGNATURE:** /susan zablocki/

**DATE SIGNED:** 10/05/2015

### **Total Attachments: 4**

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# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of September 24, 2015, by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Interim HealthCare Inc., a Florida corporation ("Grantor") and Secured Party are parties to that certain Trademark Security Agreement dated as of September 10, 2013 (the "Security Agreement") pursuant to which Grantor granted security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 10, 2013, at Reel 5107, Frame 0698;

WHEREAS, Grantor has requested that Secured Party, and the Secured Party now desires to, terminate and release its Lien on and security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby automatically and unconditionally releases and terminates its Lien on and security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
  - (i) all of its Trademarks (as defined in the Credit Agreement), including, without limitation, those referred to on <u>Schedule 1</u> hereto;
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Secured Party hereby terminates the Security Agreement and fully and finally terminates, discharges, releases, cancels, reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.
  - 3. This Release shall be governed by the internal laws of the State of New York.
- 4. The Secured Party hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: July S. Denviseu's
Title: Duly Authorized Signatory

Trademark Release and Reassignment

# SCHEDULE I

# Trademark Registrations

# 1. TRADEMARK APPLICATIONS

Trademark Applications	Application Number	Application Date	Jurisdiction
INTERIM CONNECT	85/863,402	2/28/13	USA
INTERIM HEALTHCARE HOSPICE	85/863,292	2/28/13	USA

TRADEMARK REEL: 005637 FRAME: 0272

**RECORDED: 10/05/2015**