

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newstar Financial, Inc., as Administrative Agent and Collateral Agent		12/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Senior Care Centers of America, Inc.		
Street Address:	6 Neshaminy Interplex, Suite 401		
City:	Trevose		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1986053	ELDERFLOWER	
Registration Number:	2405543	SC SENIOR CARE CENTERS OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-191		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/08/2015		
Total Attachments: 4			
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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 8, 2015, is made by NEWSTAR FINANCIAL, INC., a Delaware corporation, as Collateral Agent (the "**Collateral Agent**") in favor of SENIOR CARE CENTERS OF AMERICA, INC., a New Jersey corporation ("**Senior Care**") and the Guarantors party to the Security Agreement from time to time (such Guarantors, together with Senior Care, each a "**Grantor**" and collectively the "**Grantors**").

WHEREAS, Collateral Agent and Grantors are party to that certain Intellectual Property Security Agreement, dated as of December 7, 2005 (the "**Security Agreement**"; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), pursuant to which each Grantor granted a security interest to Collateral Agent in the intellectual property described therein (the "**Intellectual Property**") including, without limitation, trademarks (the "**Trademarks**") and Trademark Collateral (as defined below) as security for certain obligations owing by each Grantor to Collateral Agent, including the Trademarks set forth on Exhibit A attached hereto;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on December 21, 2005 at Reel 3214 and Frame 0798; and

WHEREAS, each Grantor has requested that Collateral Agent release its security interest in and lien on all Intellectual Property, Trademarks and Trademark Collateral and reassign the same to the applicable Grantor.

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

1. Collateral Agent hereby discharges, terminates, cancels and releases any and all security interests in and lien on all of each Grantor's right, title and interest in, to and under the Intellectual Property including, but not limited to, the following (collectively, the "**Trademark Collateral**"):

(a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, those referred to on Exhibit A attached hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

2. Collateral Agent hereby reassigns, grants and conveys to each Grantor, without any representation, recourse or undertaking by Collateral Agent, all of Collateral Agent's right, title and interest in and to the Trademark Collateral.

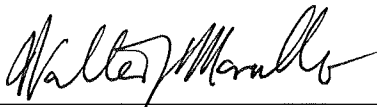
3. Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

COLLATERAL AGENT:

NEWSTAR FINANCIAL, INC.,
as Administrative Agent and Collateral Agent

By: 

Name: Walter J. Marullo
Title: Managing Director

Schedule A

U.S. Trademarks

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
ELDERFLOWER	74494333	2/25/94	1986053	7/9/96	Senior Care Centers of Pennsylvania, Inc.
SC SENIOR CARE CENTERS OF AMERICA	75713543	5/25/99	2405543	11/21/00	Senior Care Centers of America, Inc.