

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365882

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merion Investment Partners II, L.P.		12/14/2015	LIMITED PARTNERSHIP: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Linden Care, LLC		
<b>Street Address:</b>	130 Crossways Park Drive		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Woodbury		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11797		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4297518	LINDEN CARE	
<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>	jen.rezac@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Shelby Knutson Bruce		
<b>Address Line 1:</b>	RBC Plaza		
<b>Address Line 2:</b>	60 South Sixth Street, Suite 3100		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	LINDEN CARE		
<b>NAME OF SUBMITTER:</b>	Shelby Knutson Bruce		
<b>SIGNATURE:</b>	/Shelby Knutson Bruce/		
<b>DATE SIGNED:</b>	12/15/2015		
<b>Total Attachments: 3</b>			
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source=Termination and Release of Grant of Security Interest in Trademarks - Linden Care#page2.tif			
source=Termination and Release of Grant of Security Interest in Trademarks - Linden Care#page3.tif			

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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN  
TRADEMARKS**

**THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of the date of the signature below (the "Effective Date"), and made by MERION INVESTMENT PARTNERS II, L.P., in its capacity as Lender under the Loan Agreement (as defined below) (together with its successors and assigns in such capacity, "Lender"), to and in favor of LINDEN CARE, LLC, a New York limited liability company ("Grantor").

**WHEREAS**, Grantor, Linden Care Holdings, Inc., a Delaware corporation, and Linden Care, Inc., a Delaware Corporation (collectively, "Borrowers") entered into a Senior Subordinated Term Loan and Security Agreement, dated July 2, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified prior to the date hereof, the "Loan Agreement"), with Lender;

**WHEREAS**, pursuant to the Loan Agreement, Grantor granted to Lender a continuing security interest, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in, to, and under the following, whether presently existing or thereafter created or acquired (all of which shall collectively be referred to as the "Trademark Collateral"): (a) each Trademark listed on Schedule I hereto, together with any reissues, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and (b) all proceeds and products of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

**WHEREAS**, pursuant to the Loan Agreement, Grantor entered into that certain Trademark Security Agreement, dated as of July 2, 2013 (the "Trademark Security Agreement"), whereby Grantor granted and/or reaffirmed to Lender a security interest in the Trademark Collateral;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 2, 2013, at Reel 5062, Frame 0280;

**WHEREAS**, Lender now desires to release any and all interest it has against or in the Trademark Collateral pursuant to the Loan Agreement and/or the Trademark Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees and confirms that:

1. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement or the Trademark Security Agreement, as applicable.

2. Lender hereby terminates, cancels, discharges, extinguishes, relinquishes and releases any and all liens on and/or security interests in or against the Trademark Collateral.

3. Lender agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.

4. Lender hereby authorizes the Grantor, or the Grantor's authorized representatives to (a) record this release with any applicable governmental office or agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Lender in the Trademark Collateral.

**IN WITNESS WHEREOF**, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MERION INVESTMENT PARTNERS II, L.P.

By William M. Means

Name: William M. Means

Title: Managing Partner

Date: 12/14/15

**SCHEDULE I**

**Trademarks**

<b>Trademark</b>	<b>Application/Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
LINDEN CARE	Registration No. 4,297,518	March 5, 2013	Linden Care, LLC

**Registered Domain Name:** www.lindencare.com

**Trade Names:**

Linden Pro Care

Linden Camp Care