

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM372118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank, as Administrative Agent		02/05/2016	National Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Immediate Clinic Healthcare, Inc.		
Street Address:	27101 Puerta Real		
Internal Address:	Suite 450		
City:	Mission Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92691		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3330244	DOCTORS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	045214-0004		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	02/05/2016		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”), dated as of February 5, 2016, is made by SUNTRUST BANK, as administrative agent (in such capacity, the “Administrative Agent”), in favor of IMMEDIATE CLINIC HEALTHCARE, INC., a Nevada corporation (“Grantor”).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of May 30, 2014 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among The Ensign Group, Inc., as Borrower, the lenders from time to time party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries (as defined in the Credit Agreement), including the Grantor, entered into that certain Guaranty and Security Agreement dated as of May 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Guaranty and Security Agreement), pursuant to which a lien on and security interest in (the “Security Interest”) certain collateral, including the Trademark Collateral (as hereinafter defined), was granted by Grantor to the Administrative Agent;

WHEREAS, for the purpose of recording such Security Interest in the Trademark Collateral with the United States Patent and Trademark Office, the Grantor entered into that certain Trademark Security Agreement dated as of May 30, 2014, (the “Trademark Security Agreement”), in favor of the Administrative Agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 30, 2014 at Reel 5291, Frame 0428; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby agrees as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall mean the Trademark Collateral, as defined in the Trademark Security Agreement (including, without limitation, those items listed on Schedule 1 hereto). Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.

2. Release of Security Interest. Administrative Agent, without representation or warranty and at the Grantor’s sole cost and expense, hereby absolutely, unconditionally and

irrevocably terminates, cancels, discharges and releases, in its entirety, for the benefit of Grantor and its successors and assigns, any and all of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral, and any and all right, title and interest of the Administrative Agent in the Trademark Collateral shall hereby terminate, cease and become void.

3. Recordation. Administrative Agent authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Release.

4. Counterparts. This Release may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Release by signing any such counterpart. Delivery of an executed counterpart to this Release by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

5. Further Assurances. Administrative Agent agrees, upon Grantor's reasonable request, to provide, execute and/or deliver all additional information, authorization and documentation that may be reasonably necessary to effect the release of Administrative Agent's security interest in the Trademark Collateral (without representation or warranty and at Grantor's sole cost and expense).

6. Governing Law. THIS RELEASE AND THE RIGHTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

7. Miscellaneous. As used in this Release, the word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation."

[Signature page follows]

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

SUNTRUST BANK,
as Administrative Agent

By: Katherine Bass

Name: Katherine Bass

Title: Director

[Release of Security Interest in Trademark Rights]

TRADEMARK

REEL: 005724 FRAME: 0796

Schedule 1

I. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
DOCTORS EXPRESS	77009286 28-SEP-2006	3330244 06-NOV-2007	Registered

II. TRADEMARK APPLICATIONS

None.