

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM373047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST	FORMERLY (as successor-by-assignment from) Healthcare Finance Group, LLC	02/09/2016	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	ALL METRO HEALTH CARE SERVICES, INC		
Street Address:	70 East Sunrise Highway South		
City:	Valley Stream		
State/Country:	NEW YORK		
Postal Code:	11581		
Entity Type:	CORPORATION: DELAWARE		
Name:	ALL METRO HOME CARE SERVICES, INC.		
Street Address:	70 East Sunrise Highway South		
City:	Valley Stream		
State/Country:	NEW YORK		
Postal Code:	11581		
Entity Type:	CORPORATION: DELAWARE		
Name:	ALL METRO HOME CARE SERVICES OF NEW YORK, INC		
Street Address:	70 East Sunrise Highway South		
City:	Valley Stream		
State/Country:	NEW YORK		
Postal Code:	11581		
Entity Type:	CORPORATION: NEW YORK		
Name:	ALL METRO HOME CARE SERVICES OF NEW JERSEY, INC.		
Street Address:	70 East Sunrise Highway South		
City:	Valley Stream		
State/Country:	NEW YORK		
Postal Code:	11581		
Entity Type:	CORPORATION: DELAWARE		
Name:	ALL METRO HOME CARE SERVICES OF FLORIDA, INC.		
Street Address:	70 East Sunrise Highway South		

TRADEMARK

City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	CORPORATION: DELAWARE
Name:	ALL METRO MANAGEMENT AND PAYROLL SERVICES CORPORATION
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	CORPORATION: DELAWARE
Name:	ALL METRO FIELD SERVICE WORKERS PAYROLL SERVICES CORPORATION
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	CORPORATION: DELAWARE
Name:	ALL METRO PAYROLL SERVICES CORPORATION
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	CORPORATION: NEW YORK
Name:	CGA HOLDCO, INC.
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	CORPORATION: DELAWARE
Name:	CAREGIVERS AMERICA, LLC
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Name:	CAREGIVERS AMERICA MEDICAL STAFFING, LLC
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK

Postal Code:	11581
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Name:	CAREGIVERS AMERICA HOME HEALTH SERVICES, LLC
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Name:	CAREGIVERS AMERICA REGISTRY, LLC
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Name:	CGA STAFFING SERVICES, LLC
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Name:	CAREGIVERS AMERICA MEDICAL SUPPLY, LLC
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Name:	CAREGIVERS ALLIANCE, LLC
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Name:	ALL METRO CGA PAYROLL SERVICES CORPORATION
Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	CORPORATION: DELAWARE
Name:	CAREGIVERS ON CALL, INC

TRADEMARK

REEL: 005730 FRAME: 0866

Street Address:	70 East Sunrise Highway South
City:	Valley Stream
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4327701	CAREGIVERS AMERICA
Registration Number:	3266919	CARE GIVERS AMERICA
Registration Number:	2870739	CAREGIVERS AMERICA
Registration Number:	3688967	CAREGIVERS AMERICA

CORRESPONDENCE DATA

Fax Number: 2149695100

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: 2149694804

Email: aaaugustine@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	026610-615012
NAME OF SUBMITTER:	Austin Kim
SIGNATURE:	/Austin Kim/
DATE SIGNED:	02/12/2016

Total Attachments: 4

source=MidCap-All Metro - IP Termination#page1.tif

source=MidCap-All Metro - IP Termination#page2.tif

source=MidCap-All Metro - IP Termination#page3.tif

source=MidCap-All Metro - IP Termination#page4.tif

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement is effective as of February 9, 2016, by MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as agent ("Agent"), as successor-by-assignment from Healthcare Finance Group, LLC, a Delaware limited liability company ("HFG").

WHEREAS, that certain Intellectual Property Security Agreement, dated as of April 22, 2015, (as heretofore amended, restated, supplemented or otherwise modified, the "Intellectual Property Security Agreement"), was executed in favor of HFG as agent (the "Original Agent") by and among (a) ALL METRO HEALTH CARE SERVICES, INC., a Delaware corporation, (b) ALL METRO HOME CARE SERVICES, INC., a Delaware corporation, (c) ALL METRO HOME CARE SERVICES OF NEW YORK, INC., a New York corporation, (d) ALL METRO HOME CARE SERVICES OF NEW JERSEY, INC., a Delaware corporation, (e) ALL METRO HOME CARE SERVICES OF FLORIDA, INC., a Delaware corporation, (f) CAREGIVERS ON CALL, INC., a Delaware corporation, (g) ALL METRO MANAGEMENT AND PAYROLL SERVICES CORPORATION, a Delaware corporation, (h) ALL METRO FIELD SERVICE WORKERS PAYROLL SERVICES CORPORATION, a Delaware corporation, (i) ALL METRO AIDS INC., a New York corporation, (j) ALL METRO PAYROLL SERVICES CORPORATION, a New York corporation, (k) CGA HOLDCO, INC., a Delaware corporation, (l) CAREGIVERS AMERICA, LLC, a Pennsylvania limited liability company, (m) CAREGIVERS AMERICA MEDICAL STAFFING, LLC, a Pennsylvania limited liability company, (n) CAREGIVERS AMERICA HOME HEALTH SERVICES, LLC, a Pennsylvania limited liability company, (o) CAREGIVERS AMERICA REGISTRY, LLC, a Pennsylvania limited liability company, (p) CGA STAFFING SERVICES, LLC, a Pennsylvania limited liability company, (q) CAREGIVERS AMERICA MEDICAL SUPPLY, LLC, a Pennsylvania limited liability company, (r) CAREGIVERS ALLIANCE, LLC, a Pennsylvania limited liability company and (s) ALL METRO CGA PAYROLL SERVICES CORPORATION, a Delaware corporation (collectively, the "Loan Parties"), pursuant to which the Loan Parties granted to the Original Agent, to secure the payment of the Lender Debt, for its benefit and the benefit of the Lenders, and thereby reaffirmed its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of each Loan Party's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Loan Party's copyrights and copyright applications (collectively, "Copyrights"), all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, and licenses for any of the foregoing ("Copyright Licenses"), including without limitation those referred to on Schedule I hereto;

(b) all of such Loan Party's patents and patent applications (collectively, "Patents"), all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule 1 hereto:

(c) all of such Loan Party's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Loan Party against third parties for past, present or future infringement or dilution of any Copyright, any Patent, any Trademark, any Copyright licensed under any Copyright License, any Patent licensed under any Patent License, or any Trademark licensed under any Trademark License;

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on April 23, 2015, at Reel 5502, Frame 0789; and

WHEREAS, prior to the date hereof, the Original Agent assigned to the Agent (i) all of its rights as administrative agent and as collateral agent under the Credit Agreement and the other Loan Documents, and (ii) all of the security interests in the Collateral granted to it by the Loan Parties, including the security interests in the IP Collateral granted to it by the Loan Parties pursuant to the Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Agent agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.

2. Release of Security Interest. Intending to be legally bound hereby, the Agent hereby releases and terminates any and all rights, title and interests in and to the IP Collateral, and hereby authorizes the Loan Parties or Loan Parties' authorized representatives to record this Termination and Release of Intellectual Property Security Agreement with the United States Patent and Trademark Office.

[REMAINDER OF PAGE LEFT BLANK]

EXECUTION COPY

IN WITNESS WHEREOF, the Agent duly executes this Termination and Release of Intellectual Property Security Agreement, which is effective as of the day and year first written above.

MIDCAP FINANCIAL TRUST, a Delaware
statutory trust, as the Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1



1. Copyrights and Copyright Applications

None

2. Patents and Patent Applications

None

3. Trademarks and Trademark Applications

#	Loan Party	Mark	Serial/ Registration Number
1.	CareGivers America, LLC		4327701
2.	CareGivers America, LLC		3266919
3.	CareGivers America, LLC	Caregivers America	2870739
4.	CareGivers America, LLC	Caregivers America	3688967