

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388063

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|---|---------------------------------------|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NXT Capital, LLC, as Agent | | 05/18/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ADCS Clinics, LLC | | |
| Street Address: | 151 Southhall Lane, Suite 300 | | |
| City: | Maitland | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32751 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4328832 | BEDSIDE DERMATOLOGY CO. | |
| Registration Number: | 4325015 | BEDSIDE MEDICAL GROUP | |
| Registration Number: | 2646450 | FIZZ-IT | |
| Registration Number: | 2419867 | GREKIN SKIN INSTITUTE | |
| Serial Number: | 75457271 | FACE BY GREKIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312.577.8034 | | |
| Email: | oscar.ruiz@kattenlaw.com | | |
| Correspondent Name: | Oscar Ruiz c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Oscar Ruiz | | |
| SIGNATURE: | /Oscar Ruiz/ | | |
| DATE SIGNED: | 06/15/2016 | | |
| Total Attachments: 3 | | | |
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 18, 2016, by NXT CAPITAL, LLC (“Grantee”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, ADCS Clinics, LLC, a Delaware limited liability company (“Grantor”), Grantee and the other parties thereto entered into that certain Guarantee and Collateral Agreement, dated as of October 3, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) which required the parties to enter into the Security Agreement (defined below);

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of July 11, 2014 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Grantee in certain Trademarks (as defined in the Collateral Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 26, 2014, at Reel 5369, Frame 0448;

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademarks (as defined in the Security Agreement) and other 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. Grantee hereby, on behalf of itself and the Lenders, terminates the Security Agreement and releases its security interest in all of Grantor’s right, title and interest in and to the following, together with the goodwill of the business symbolized thereby (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business conducted with the use of, and symbolized by, each Trademark; and

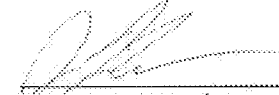
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. Grantee hereby, on behalf of itself and the Lenders, reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all right, title and interest in and to the Trademarks and the other Trademark Collateral that Grantee may have.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed, on behalf of itself and the Lenders, as of the day and year first above written.

NXT CAPITAL, LLC

By: 
Name: Jeremy DeFrancisco
Title: Vice President

SCHEDULE 1

Trademark Registrations

| Trademark | Registration # | Registration Date |
|---------------------------------------|-----------------------|--------------------------|
| BEDSIDE DERMATOLOGY CO. and Design | 4328832 | 4/30/13 |
| BEDSIDE MEDICAL GROUP and Design | 4325015 | 4/23/13 |
| FIZZ-IT | 2646450 | 11/5/02 |
| GREKIN SKIN INSTITUTE | 2419867 | 1/9/01 |

Material Unregistered Trademarks

| Trademark | Serial # | Filing Date |
|------------------|-----------------|--------------------|
| FACE BY GREKIN | 75457271 | 3/26/98 |