# СН \$165.00

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM388306

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		06/14/2016	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	LHP OPERATIONS CO., LLC
Street Address:	2800 North Dallas Parkway
Internal Address:	Suite 200
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4109619	LHP
Registration Number:	4001157	LHP LHP HOSPITAL GROUP, INC.
Registration Number:	4001142	
Registration Number:	3922661	CULTURE COLLABORATION CAPITAL
Registration Number:	3922660	LHP
Registration Number:	3922659	LHP HOSPITAL GROUP, INC.

### **CORRESPONDENCE DATA**

Fax Number: 2123108007

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: 212.310.8247

juan.arias@weil.com Email:

**Correspondent Name:** H.T. Flanagan

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

New York, NEW YORK 10153 Address Line 4:

NAME OF SUBMITTER:	H.T. Flanagan
SIGNATURE:	/H.T. Flanagan/
DATE SIGNED:	06/15/2016

TRADEMARK **REEL: 005815 FRAME: 0376** 

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# **Total Attachments: 3**

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TRADEMARK REEL: 005815 FRAME: 0377

### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of June 14, 2016 (the "Effective Date"), is made by Citibank, N.A., in its capacity as administrative agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 3, 2012, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Intellectual Property Security Agreement, dated as of July 3, 2012 (the "<u>Intellectual Property Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on February 12, 2013 at Reel/Frame 4960/0629;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.
- 2. Release. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Intellectual Property Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Intellectual Property Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

TRADEMARK
REEL: 005815 FRAME: 0378

CITIBANK, N.A., acting in its capacity as Administrative Agent for the Lenders

Name:

Michael V. Moore Vice President

Title:

**GRANTORS:** 

LHP OPERATIONS CO., LLC

**REEL: 005815 FRAME: 0379** 

# Schedule A

Mark	Application Serial No.	Registration No.	Registration Date
CJ LHP	85074087	4109619	3/6/12
LHP Hospital Group, Inc	85074166	4001157	7/26/11
	85072622	4001142	7/26/11
CULTURE COLLABORATION CAPITAL	85072609	3922661	2/22/11
LHP	85072605	3922660	2/22/11
LHP HOSPITAL GROUP, INC.	85072596	3922659	2/22/11

**RECORDED: 06/17/2016** 

TRADEMARK REEL: 005815 FRAME: 0380