### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM399190 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		09/20/2016	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	Anthelio Healthcare Solutions, Inc.		
Street Address:	One Lincoln Center 5400 LBJ Freeway, Suite 200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4019310	ANTHELIO
Registration Number:	4019315	0
Registration Number:	4019321	ANTHELIO A HIGHER AIM. A NEWER STANDARD.

#### **CORRESPONDENCE DATA**

Fax Number: 3038997333

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: 3038997300

Email: BoxIP@hoganlovells.com

Karina Pulec, Hogan Lovells US LLP **Correspondent Name:** Address Line 1: 1601 Wewatta Street, Suite 900 Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	045799.000001
NAME OF SUBMITTER:	Karina L. Pulec
SIGNATURE:	/Karina Pulec/
DATE SIGNED:	09/20/2016

**Total Attachments: 3** 

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 20, 2016 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("<u>Administrative Agent</u>") in favor of Anthelio Healthcare Solutions, Inc., Delaware corporation ("<u>Obligated Party</u>").

WHEREAS, pursuant to that certain Amended and Restated Pledge, Assignment, and Security Agreement dated as of December 17, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligated Party and Administrative Agent, Obligated Party granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Obligated Party in and to Collateral, and pledged, collaterally transferred, and assigned (for security only) the Collateral, including General Intangibles, which included trademarks, trademark licenses, and trademark applications (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Obligated Party executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on February 16, 2011 at Reel 4479 Frame 0753 ("Notice").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligated Party agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the continuing security interest in and to, and the pledge, collaterally transfer, and assignment (for security only) on Obligated Party's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
  - (b) authorizes the recordation of this Release with the USPTO at Obligated Party's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

Name: Bridgett J. Manduk Mowry

Title: Vice President

#### Schedule A

# Anthelio Healthcare Solutions, Inc. (Delaware Corporation)

U.S. Trademarks Subject to Security Interest Granted by Anthelio Healthcare Solutions, Inc. In Favor of Bank of America, N.A., as Administrative Agent Recorded February 16, 2011 at Reel 4479 Frame 0753

#### **Trademark Registrations**

Mark	Reg. No.	Reg. Date
ANTHELIO	4019310	08/30/11
O and Design	4019315	08/30/11
ANTHELIO A HIGHER AIM. A NEWER STANDARD. and	4019321	08/30/11
Design		

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**RECORDED: 09/20/2016**