# OP \$465.00 4237077

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM402694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE F&M BANK & TRUST COMPANY		10/17/2016	Corporation: OKLAHOMA

#### **RECEIVING PARTY DATA**

Name:	E4 HEALTH, INC.
Street Address:	105 Decker Court, Suite 475
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	4237077	E4 HEALTH HEALTHCARE 4 A CHANGE
Registration Number:	4297590	LIFELYNC
Registration Number:	4237788	LIFESCOPE
Registration Number:	4031009	WELLCONNECT
Registration Number:	3541005	STUDENTLAUNCH
Registration Number:	3541006	STUDENTLAUNCH
Registration Number:	3544328	STUDENTLAUNCH
Registration Number:	3528323	STUDENTLAUNCH
Registration Number:	3541003	STUDENTLAUNCH
Registration Number:	3544326	STUDENTLAUNCH
Registration Number:	3561828	STUDENTREADY
Registration Number:	3561829	STUDENTREADY
Registration Number:	3573273	STUDENTREADY
Registration Number:	3528322	STUDENTREADY
Registration Number:	3541002	STUDENTREADY
Registration Number:	3565323	STUDENTREADY
Registration Number:	3254204	STUDENTRESOURCESERVICES
Registration Number:	3238162	VITAL TOOLS FOR STUDENT SUCCESS

TRADEMARK REEL: 005907 FRAME: 0374

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#### **CORRESPONDENCE DATA**

**Fax Number:** 6506440520

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:** (650) 648-3802

**Email:** patty@pattycheng.com

Correspondent Name: Patty Cheng

Address Line 1: 2625 MIDDLEFIELD ROAD, SUITE 215

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	10/20/2016

#### **Total Attachments: 6**

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TRADEMARK
REEL: 005907 FRAME: 0375

#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Release") is made as of October 17, 2016 ("Effective Date") by and between E4 HEALTH, INC. ("Grantor") and PROSPERITY BANK (as successor by merger to the F&M Bank & Trust Company) (the "Lender").

**WHEREAS,** Grantor and the Lender entered into that certain Loan and Security Agreement by and between Grantor, the Lender and the other parties thereto dated December 21, 2013 (the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor granted to the Lender a lien on and security interest in all of its right, title and interest in, to and under certain intellectual property and entered into that certain Intellectual Property Security Agreement dated December 13, 2013 (the "Intellectual Property Security Agreement") for the purpose of recording such security interest with respect to the copyrights, patents and trademarks of Grantor, including those items set forth on Schedule A, Schedule B and Schedule C hereto (the "Intellectual Property Collateral") with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on January 2, 2014, at Reel 5187, Frame 0162; and the United States Copyright Office on January 16, 2014, at Volume V9908, Page D188; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Lender.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby (i) terminates the Intellectual Property Security Agreement, (ii) terminates, cancels and releases any and all security interests it has against the Intellectual Property Collateral, and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Intellectual Property Collateral to Grantor.

The Lender represents and warrants that: (x) it has the full power and authority to execute this Release; (y) it has not assigned, transferred, restricted or otherwise encumbered any right, title or interest it has in, to and under the Intellectual Property Collateral; and (z) it has not recorded or otherwise evidenced its security interest in the United States Patent and Trademark Office and United States Copyright Office with respect to any copyright patent and trademark, or any registration of or application to register the foregoing, or any patent application, owned by Grantor other than those set forth on Schedule A, Schedule B and Schedule C.

The Lender shall take all further actions, and provide to Grantor, 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), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*

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

Name: Chn, 612 comez

Title: Vice President, Property Bulc

# **SCHEDULE A**

# Copyrights

Grantor	Copyright	Country	Application/Registration
Student Resource	STUDENT RESOURCE SERVICES	U.S.	Reg. No. TXu1602873
Services, LLC	RETURN ON INVESTMENT		Reg. Date: 1/16/2008
	CALCULATOR		
Student Resource	STUDENT SUCCESS SURVEY	U.S.	Reg. No. TXu1584247
Services, LLC			Reg, Date: 8/21/2008
Student Resource	VISUAL DASHBOARD	U.S.	Reg. No. TXu1584238
Services, LLC			Reg, Date: 8/21/2008
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# **SCHEDULE B**

**Patents** 

None.

# **SCHEDULE C**

# **Trademarks**

Grantor	Trademark	Country	Application/Registration
			Number and Date
E4 Health, Inc.	E4 HEALTH HEALTHCARE 4 A	U.S.	Reg. No. 4237077
ŕ	CHANGE & Design		Reg. Date: 11/6/2012
E4 Health, Inc.	LIFELYNC	U.S.	Reg. No. 4297590
			Reg. Date: 3/5/2013
E4 Health, Inc.	LIFESCOPE	U.S.	Reg. No. 4237788
			Reg. Date: 11/6/2012
E4 Wellness, Inc.	WELLCONNECT	U.S.	Reg. No. 4031009
			Reg. Date: 9/27/2011
Student Resource	STUDENTLAUNCH	U.S.	Reg. No. 3541005
Services, LLC			Reg. Date: 12/2/2008
Student Resource	STUDENTLAUNCH	U.S.	Reg. No. 3541006
Services, LLC			Reg. Date: 12/2/2008
Student Resource	STUDENTLAUNCH	U.S.	Reg. No. 3544328
Services, LLC			Reg. Date: 12/9/2008
Student Resource	STUDENTLAUNCH	U.S.	Reg. No. 3528323
Services, LLC			Reg. Date: 11/4/2008
Student Resource	STUDENTLAUNCH	U.S.	Reg. No. 3541003
Services, LLC			Reg. Date: 12/2/2008
Student Resource	STUDENTLAUNCH	U.S.	Reg. No. 3544326
Services, LLC			Reg. Date: 12/9/2008
Student Resource	STUDENTREADY	U.S.	Reg. No. 3561828
Services, LLC			Reg. Date: 1/13/2009
Student Resource	STUDENTREADY	U.S.	Reg. No. 3561829
Services, LLC			Reg. Date: 1/13/2009
Student Resource	STUDENTREADY	U.S.	Reg. No. 3573273
Services, LLC			Reg. Date: 2/10/2009
Student Resource	STUDENTREADY	U.S.	Reg. No. 3528322
Services, LLC			Reg. Date: 11/4/2008
Student Resource	STUDENTREADY	U.S.	Reg. No. 3541002
Services, LLC			Reg. Date: 12/2/2008
Student Resource	STUDENTREADY	U.S.	Reg. No. 3565323
Services, LLC			Reg. Date: 1/20/2009
Student Resource	STUDENTRESOURCESERVICES	U.S.	Reg. No. 3254204
Services, LLC	& Design		Reg. Date: 6/19/2007
Student Resource	VITAL TOOLS FOR STUDENT	U.S.	Reg. No. 3238162
Services, LLC	SUCCESS		Reg. Date: 5/1/2007

**RECORDED: 10/20/2016**