

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Street Finance Corp., as Agent		03/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clinapps, Inc.		
<b>Street Address:</b>	9530 Towne Centre Drive, Suite 120		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3084665	CLINAPPS	
<b>Registration Number:</b>	3089588	SMARTPK	
<b>Registration Number:</b>	3095047	SMARTSUPPLIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	65241-30300		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	03/16/2017		
<b>Total Attachments: 4</b> source=2L IP Release#page1.tif			

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of March 14, 2017, is made by Fifth Street Finance Corp. in its capacity as Agent (the “**Agent**”), in favor of Clinapps, Inc., a California corporation (the “**Grantor**”). Unless expressly stated otherwise, terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement.

**WHEREAS**, in connection with that certain Second Lien Credit Agreement dated as of August 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Bracket Holding Corp., a Delaware corporation (the “**Borrower**”), Bracket Intermediate Holding Corp., a Delaware corporation (the “**Holdings**”), the other Credit Parties, the Lenders, and Fifth Street Finance Corp., as Agent for the Lenders, the Lenders severally agreed to make extensions of credit to the Borrower;

**WHEREAS**, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 15, 2013, in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations of the Borrower;

**WHEREAS**, in connection with the Credit Agreement, Guaranty and Security Agreement and pursuant to that certain agreement described on Annex I attached hereto (collectively, the “**Security Agreements**”), the Borrower and the Grantor granted to the Agent, among other collateral as set forth therein, security interests in the intellectual property owned by Grantor, including those listed on Annex I attached hereto and the Trademark Collateral (as defined in the Trademark Security Agreement recorded at Reel 005907, Frame 0786 (the “**Intellectual Property Collateral**”)); and

**WHEREAS**, the Security Agreements were recorded in the United States Patent and Trademark Office (the “**USPTO**”) on the dates and on the reel and frame numbers or volume and document numbers set forth on Annex I hereto.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, for itself and as agent for the Lenders, hereby:

- (i) terminates, releases and discharges the Security Agreement listed on Annex I hereto, and any other agreement under which the Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, Lien, or security interest in, to, and under any Intellectual Property Collateral;
- (ii) cancels, discharges and releases the mortgage, pledge, and hypothecation and Lien on the security interest in, all of its right, title, and interest in, to, and under the Intellectual Property Collateral listed on Annex I, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement or otherwise;

- (iii) the Agent hereby reassigns, transfers and conveys any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral to the Grantor; and
- (iv) authorized the recordation of this Release with the USPTO by the Grantor or the Grantor's designee.

The Agent agrees, at Grantor's expense, to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably required or desirable to effect this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Agent has executed this Release as of the date first above written.

**FIFTH STREET FINANCE CORP.**, as Agent

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its agent

By: 

Name: Patrick J. Dalton

Title: Co-President

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

**TRADEMARK**  
**REEL: 006011 FRAME: 0758**

**ANNEX I**

Trademark Security Agreement dated as of October 26, 2016 and filed with the United States Patent and Trademark Office on October 26, 2016 at Reel 005907, Frame 0786.

**Trademarks**

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>
CLINapps, Inc.	United States	CLINAPPS	3084665
CLINapps, Inc.	United States	SMARTPK	3089588
CLINapps, Inc.	United States	SMARTSUPPLIES	3095047