

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PENFUND PARTNERS, INC.		03/16/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pediatric Services of America, Inc.		
<b>Street Address:</b>	Six Concourse Parkway, Suite 1100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85558533	PSA HEALTHCARE	
<b>Serial Number:</b>	85558631	NURSES ARE THE HEARTBEAT OF PSA	
<b>Serial Number:</b>	85558582	PSAHEALTHCARE	
<b>Serial Number:</b>	85558609	TRUSTED CARE	
<b>Serial Number:</b>	85558615	TRUSTEDCARE	
<b>Serial Number:</b>	77633728	PSA HEALTHCARE CARING FOR KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<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>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	200 Park Avenue, 28th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	95636.00002 R5488 F0336		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		
<b>DATE SIGNED:</b>	03/17/2017		

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**Total Attachments: 3**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 16, 2017, by PENFUND PARTNERS, INC. ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Pediatric Services of America, Inc., a Georgia corporation ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of March 19, 2015 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, 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 March 31, 2015, at Reel 5488, Frame 0336;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising:

(i) all Trademarks owned by Grantor and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those identified on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and


(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**PENFUND PARTNERS, INC.**

By:   
Name: Adam Breth  
Title: \_\_\_\_\_

**SCHEDULE 1**

Description	Application No.	Application Date	Registration No.	Registration Date
PSA HEALTHCARE	85558533	3/2/12	4419284	10/15/13
NURSES ARE THE HEARTBEAT OF PSA	85558631	3/2/12	4221665	10/9/12
PSAHEALTHCARE	85558582	3/2/12	4311832	4/2/13
TRUSTED CARE	85558609	3/2/12	4343657	5/28/13
TRUSTEDCARE	85558615	3/2/12	4347719	6/4/13
PSA HEALTHCARE CARING FOR KIDS	77633728	12/16/08	3751238	2/23/10