

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas) LLC		03/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cologix Holdings, Inc.		
Street Address:	2300 15th Street		
Internal Address:	Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4380510	COLOGIX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbraibanti@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Jill C. Braibanti		
Address Line 1:	Paul, Weiss, Rifkind, Wharton & Garrison		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	021033-00004		
NAME OF SUBMITTER:	Jill C. Braibanti		
SIGNATURE:	/Jill C. Braibanti/		
DATE SIGNED:	03/21/2017		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of March 17, 2017 (this "Termination"), is made by TORONTO DOMINION (TEXAS) LLC, as Administrative Agent (the "Releasor") to COLOGIX HOLDINGS, INC. ("Cologix"). Reference is made to that certain Third Amended and Restated Loan Agreement dated as of July 20, 2015 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") by and among Cologix, Royal Bank of Canada as Administrative Agent (the "Former Agent"), Cologix, Inc., Cologix Canada, Inc. and the lenders party thereto from time to time.

RECITALS:

WHEREAS, in connection with the Loan Agreement, Cologix and the Former Agent in its capacity as Administrative Agent on behalf of the Secured Parties entered into (i) that certain Parent Security Agreement dated as of February 8, 2011 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") and (ii) that certain Trademark Security Agreement dated as of November 22, 2011 (the "Trademark Security Agreement" and collectively with the Security Agreement, the "Security Agreements"; all terms defined in the Security Agreements, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreements);

WHEREAS, pursuant to the Security Agreements, Cologix granted to the Former Agent in its capacity as Administrative Agent on behalf of the Secured Parties a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as defined therein), including the trademark registration listed on Schedule 1 annexed hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on November 22, 2011 at Reel 4664, Frame 0829; and

WHEREAS, the Former Agent and the Releasor entered into (i) that certain Resignation of Agent and Appointment of Agent Agreement dated as of January 15, 2016, whereby, among other things, the Former Agent resigned as Administrative Agent under the Loan Agreement and the Releasor assumed the role of successor Administrative Agent under the Loan Agreement and (ii) that certain Intellectual Property Assignment Agreement dated as of January 15, 2016, whereby the Former Agent assigned to the Releasor all of the Former Agent's right, title and interest in and to the Security Interest; and

WHEREAS, the Releasor now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the

Security Agreements, the receipt and sufficiency of which are hereby acknowledged, the Releasor hereby agrees as follows:

1. Release of Security Interest. The Releasor hereby (i) unconditionally and irrevocably terminates, cancels, releases and forever discharges its Security Interest and all of its right, title and interest in or to the Trademark Collateral granted pursuant to the Security Agreements and (ii) reassigns to Cologix any and all right, title and interest that the Releasor may have in or to any of the Trademark Collateral.

2. Authorization to Record. The Releasor authorizes and requests that the USPTO and any applicable government officer record this Release with the USPTO.

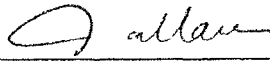
3. Further Assurances. The Releasor agrees to cooperate with Cologix and, solely at the expense of Cologix, to provide Cologix with such information and additional authorization and to execute and deliver to Cologix such additional instruments and to take such action, in each case, as Cologix may reasonably request or as may be desirable to effect and record with the USPTO the release of the Releasor's Security Interest in or to the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

RELEASOR:

TORONTO DOMINION (TEXAS) LLC, as
Administrative Agent

By: 
Name:
Title: WALLACE WONG
AUTHORIZED SIGNATORY

[Termination and Release of Security Interest in Trademarks]

Schedule 1

TRADEMARKS

Owner of Record	Jurisdiction of Registration	Trademark	Reg. No.	Reg. Date	Released Security Interest at Reel/Frame
Cologix Holdings, Inc.	United States	Cologix	4,380,510	8/6/2013	4664/0829