

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM420442

<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>
Goldman Sachs Specialty Lending Group, L.P.		03/17/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cologix Celtics, LLC		
<b>Street Address:</b>	2300 15th Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2014288	SCG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jbraibanti@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Jill C. Braibanti		
<b>Address Line 1:</b>	Paul, Weiss, Rifkind, Wharton & Garrison		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Jill C. Braibanti		
<b>SIGNATURE:</b>	/Jill C. Braibanti/		
<b>DATE SIGNED:</b>	03/21/2017		
<b>Total Attachments: 4</b>			
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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 GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent (the "Releasor") to COLOGIX CELTICS, LLC ("Cologix"). Reference is made to that certain Second Lien Credit Agreement dated as of July 20, 2015 (as may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") by and among Cologix, the Releasor in its capacity as Administrative Agent, Cologix, Inc., Cologix Canada, Inc. and the Lenders party thereto.

### RECITALS:

WHEREAS, in connection with the Loan Agreement, Cologix and the Releasor in its capacity as Administrative Agent on behalf of the Secured Parties entered into (i) that certain Security Agreement dated as of July 20, 2015 (as may be amended, restated, supplemented or modified from time to time, the "Security Agreement") and (ii) that certain Trademark Security Agreement dated as of November 19, 2015 (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 Releasor 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 December 2, 2015 at Reel 5680, Frame 0512; 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:

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., as Administrative Agent

By: 

Name: Greg Watts  
Title: Senior Vice President

[Termination and Release of Security Interest in Trademarks – Cologix Celtics, LLC]

TRADEMARK  
REEL: 006014 FRAME: 0720

**Schedule 1**

**TRADEMARKS**

<b>Owner of Record</b>	<b>Jurisdiction of Registration</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Released Security Interest at Reel/Frame</b>
Cologix Celtics, LLC	United States	SCG	2,014,288	11/5/1996	5680/0512