

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEA Debt Management LP (f/k/a AEA Mezzanine Management LP), as Agent		05/08/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	VitalMed, Inc., as Grantor		
Street Address:	100 Kenneth Welch Drive		
City:	Lakeville		
State/Country:	MASSACHUSETTS		
Postal Code:	02347		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3627620	VITALMED	
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:	astark@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Alexander Stark		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21367-006		
NAME OF SUBMITTER:	Alexander Stark		
SIGNATURE:	/Alexander Stark/		
DATE SIGNED:	05/09/2017		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 8, 2017 (“Release”), is made by AEA Debt Management LP (f/k/a AEA Mezzanine Management LP), a Delaware limited partnership, as agent (“Agent”) pursuant to the Second Lien Note Purchase Agreement dated as of November 4, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Note Purchase Agreement”), in favor of VitalMed, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of November 4, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Agent, and others party thereto and the Trademark Security Agreement dated as of January 7, 2016 (“Trademark Security Agreement”) by and among the Grantor and Agent, Grantor granted to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 11, 2016 at Reel 5706 Frame 0477.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement, Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in Grantor’s right, title and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Agent:

AEA DEBT MANAGEMENT LP (f/k/a AEA MEZZANINE
MANAGEMENT LP), as Agent

By: AEA Debt Management GP LLC, its general partner

By:

Name: 
Joseph D. Carrabino, Jr.

Title: President and Managing Director

Schedule A

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
VITALMED	US Federal	77176559	3627620
VITALMED		09-MAY-2007	26-MAY-2009

2. TRADEMARK APPLICATIONS

Name.