# CH \$90.00 4713

ETAS ID: TM427889

# TRADEMARK ASSIGNMENT COVER SHEET

**NEW ASSIGNMENT** 

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

\_\_\_\_\_\_

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/10/2017	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Tea Leaves Health, LLC		
Street Address:	1327 Northmeadow Parkway, Suite 132		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Limited Liability Company: GEORGIA		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4713277	PATIENTOLOGY
Registration Number:	4569841	DECISIONOLOGY
Registration Number:	4427766	PHYSICIANOLOGY

## **CORRESPONDENCE DATA**

**Fax Number:** 5854198813

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.

**Phone:** 585.419.8636

**Email:** trademarks@harrisbeach.com

Correspondent Name: Neal L. Slifkin, Esq.

Address Line 1: Harris Beach PLLC, 99 Garnsey Road

Address Line 4: Pittsford, NEW YORK 14534

ATTORNEY DOCKET NUMBER:	248785
NAME OF SUBMITTER:	Melanie L. Lavacca
SIGNATURE:	/Melanie L. Lavacca/
DATE SIGNED:	05/17/2017

### **Total Attachments: 5**

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### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made and effective May 10, 2017 and granted by SILICON VALLEY BANK, as administrative agent ("Assignee") in favor of TEA LEAVES HEALTH, LLC, a Georgia limited liability company ("Grantor") and its successors, assigns, and legal representatives.

WHEREAS, Assignee and Grantor entered into (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of November 10, 2014 (as amended, amended and restated, supplemented, restructured, or otherwise modified, renewed, or replaced from time to time, the "Guarantee and Collateral Agreement"), among Assignee, Grantor, and certain of Grantor's affiliates party thereto from time to time and (ii) that certain Amended and Restated Credit Agreement, dated as of November 10, 2014 (as amended, amended and restated, supplemented, restructured, or otherwise modified, renewed, or replaced from time to time, the "Credit Agreement"), by and among Grantor, Assignee, and certain lenders party thereto;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Credit Agreement, Grantor executed and delivered to Assignee that certain Trademark Security Agreement, dated as of October 21, 2015, in favor of Assignee (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5650, Frame 0820 (trademarks) on October 22, 2015; and

WHEREAS, Grantor has requested that Assignee enter into this Release in order to effectuate, evidence, and record the release and reassignment to Grantor of any and all right, title, and interest Assignee or any lenders or secured parties it represents may have in the IP Collateral (as defined below) pursuant to the Trademark Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby states as follows:

- 1. Release of Security Interest. Assignee, on behalf of itself and the lenders for which it serves as administrative agent pursuant to the Credit Agreement and Guarantee and Collateral Agreement, their successors, legal representatives, and assigns, hereby terminates the Trademark Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Trademark Security Agreements in any and all right, title, and interest of Grantor, and reassigns to Grantor any and all right, title, and interest that it may have, in, to, and under the following (collectively, the "IP Collateral"):
- (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights, and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in **Schedule A** hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Trademark;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- **2. Applicable Law**. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows.]

Signature Page to Release of Trademark Security Interest relating to that certain Trademark Security Agreement, dated October 22, 2015, that was made by TEA LEAVES HEALTH, LLC, in favor of SILICON VALLEY BANK, as Administrative Agent

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SILICON VALLEY BANK,

as Administrative Agent

Ву: \_\_\_

Name: Fom Caramanico

Title: Vice President Address for Notices:

275 Grove St., Stc. 2-200

Newton, MA 02466

# **Schedule A to Release of Trademark Security Interest**

See attached.

Mark	Registration Date	Registration Number	Serial Number
Patientology	3/31/15	4713277	86023813
Decisionology	7/15/14	4569841	86023815
Physicianology	11/5/13	4427766	85728388

**RECORDED: 05/17/2017**