

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430352

| | | | |
|---------------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUNTRUST BANK, as Collateral Agent | | 06/07/2017 | Corporation: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | CITY PRACTICE GROUP OF NEW YORK, LLC | | |
| Street Address: | 1345 Avenue of the Americas, 8th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10105 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 21 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86124348 | TOWNMD | |
| Serial Number: | 86124361 | CITYMDJR | |
| Serial Number: | 86124367 | CITYMDKIDS | |
| Serial Number: | 86124377 | CITYMDPREMIER | |
| Serial Number: | 86124380 | CITYMDACCESS | |
| Serial Number: | 86124385 | CITYMDHEALTH | |
| Serial Number: | 86129467 | TOWNMD | |
| Serial Number: | 86110148 | CITYMD | |
| Serial Number: | 86129479 | CITYMDJR | |
| Serial Number: | 86129489 | CITYMDPREMIER | |
| Serial Number: | 86129493 | CITYMDHEALTH | |
| Serial Number: | 86164850 | CITYMDACCESS | |
| Serial Number: | 86124400 | CITYMDAFTERCARE | |
| Serial Number: | 86124403 | CITYMDCARES | |
| Serial Number: | 86129497 | CITYMDCARES | |
| Serial Number: | 86129504 | CITYMDAFTERCARE | |
| Serial Number: | 86360727 | HEAL A CITYMD COMPANY | |
| Serial Number: | 86360728 | HEAL A CITYMD COMPANY | |
| Serial Number: | 86360729 | BETTER FAST | |
| TRADEMARK | | | |

OP \$540.00 86124348

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 86360730 | TAKE BACK HEALTH |
| Serial Number: | 86129482 | CITYMDKIDS |

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King and Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 52990.009271 |
| NAME OF SUBMITTER: | /s/ Mia Ramic |
| SIGNATURE: | /s/ Mia Ramic |
| DATE SIGNED: | 06/07/2017 |

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of June 7, 2017 (the "Release"), is made by SUNTRUST BANK, as Collateral Agent ("Collateral Agent"), under that certain Trademark Security Agreement, made as of July 2, 2015, by CITY PRACTICE GROUP OF NEW YORK, LLC, a Delaware limited liability company ("Grantor"), in favor of the Lender (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest in the Trademark Collateral (as defined below); and

WHEREAS, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2015 at Reel 5569, Frame 0927; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all of the Trademark Collateral (as defined below).

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

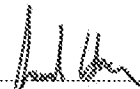
1. "Trademark Collateral" means all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located other than Excluded Property: (i) all of its Trademarks and Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark (including, without limitation, the United States trademarks set forth on Schedule 1 annexed hereto) all renewals and extensions of the foregoing; (ii) all goodwill of such Grantor's business connected with the use of, and symbolized by, the Trademarks associated therewith; (iii) all income, royalties, proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.
2. The Collateral Agent hereby absolutely, unconditionally and irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of Grantor and its successors and assigns: (a) all liens and security interests created under the Security Agreement and the Trademark Security Agreement in the Trademark Collateral; (b) all of the Collateral Agent's rights, title and interest in, to and under the Trademark Collateral; and (c) all liens and security interests granted to the Collateral Agent in the Trademark Collateral.

3. The Collateral Agent hereby represents and warrants that it has full authority to execute and deliver this Release.
4. The parties hereto authorize and request that the Commissioner for Trademarks at the United States Patent and Trademark Office or its delegate record this Release against the Trademark Collateral.
5. The Collateral Agent agrees to perform all further acts and provide, execute and/or deliver all further information, authorization, documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.
6. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Grantor and its successors and assigns.
7. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademark Rights to be duly executed as of the date first set forth above.

SUNTRUST BANK, as Collateral Agent

By: .....
Name: Jared Cohen
Title: Vice President

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Registered Owner</u> | <u>Trademark Description</u> | <u>Registration/Application Number¹</u> | <u>Registration/Application Date</u> |
|--------------------------------------|------------------------------|--|--------------------------------------|
| City Practice Group of New York, LLC | TOWNMD | 86124348 | 11/20/2013 |
| City Practice Group of New York, LLC | CITYMDJR | 86124361* | 11/20/2013 |
| City Practice Group of New York, LLC | CITYMDKIDS | 86124367* | 11/20/2013 |
| City Practice Group of New York, LLC | CITYMDPREMIER | 86124377 | 11/20/2013 |
| City Practice Group of New York, LLC | CITYMDACCESS | 86124380 | 11/20/2013 |
| City Practice Group of New York, LLC | CITYMDHEALTH | 86124385* | 11/20/2013 |
| City Practice Group of New York, LLC | TOWNMD (logo) | 86129467 | 11/26/2013 |
| City Practice Group of New York, LLC | CITYMD (logo) | 86110148 | 11/05/2013 |
| City Practice Group of New York, LLC | CITYMDJR (logo) | 86129479* | 11/26/2013 |
| City Practice Group of New York, LLC | CITYMDPREMIER (logo) | 86129489 | 11/26/2013 |
| City Practice Group of New York, LLC | CITYMDHEALTH (logo) | 86129493* | 11/26/2013 |
| City Practice Group of New York, LLC | CITYMDACCESS (logo) | 86164850 | 01/14/2014 |
| City Practice Group of New York, LLC | CITYMDAFTERCARE | 86124400 | 11/20/2013 |
| City Practice Group of New York, LLC | CITYMDCARES | 86124403 | 11/20/2013 |
| City Practice Group of New York, LLC | CITYMDCARES (logo) | 86129497 | 11/26/2013 |
| City Practice Group of New York, LLC | CITYMDAFTERCARE (logo) | 86129504 | 11/26/2013 |
| City Practice Group of New York, LLC | Heal a CityMD Company | 86360727 | 08/07/2014 |
| City Practice Group of New York, LLC | Heal a CityMD Company (logo) | 86360728 | 08/07/2014 |
| City Practice Group of New York, LLC | Better Fast | 86360729 | 08/07/2014 |
| City Practice Group of New York, LLC | Take Back Health | 86360730 | 08/07/2014 |
| City Practice Group of New York, LLC | CITYMDKIDS (logo) | 86129482* | 11/26/2013 |

¹ **Note to Draft:** Each item with an asterisk (*) was an intent-to-use trademark application filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, as of the effective date of the Trademark Security Agreement and listed on Schedule A thereto. Notwithstanding, no intent-to-use trademark applications were included in the Trademark Collateral pursuant to the Trademark Security Agreement.