

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM433402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK, as Administrative Agent		06/29/2017	Banking Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	BioScrip, Inc.		
Street Address:	1600 Broadway, Suite 700		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85063326	SCRIPTRAK	
Registration Number:	3476661	BIO SCRIP	
Registration Number:	3506308	BIOSCRIPCARE	
Registration Number:	3506138	BIOSCRIPCARE	
Registration Number:	3767877	MD STAR	
Registration Number:	2947597	INFUSION SOLUTIONS, INC.	
Registration Number:	4096781	SCRIPFACTS	
Registration Number:	2596894	BIOSCRIP	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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>			
Phone:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036-6797		
ATTORNEY DOCKET NUMBER:	388525-153537		
NAME OF SUBMITTER:	Zhenghui (Alan) Wang		

CH \$215.00 85063326

SIGNATURE:	/Zhenghui (Alan) Wang/
DATE SIGNED:	06/30/2017
Total Attachments: 4 source=Termination and Release in Trademarks_Existing Facility (Bioscrip Inc.)#page1.tif source=Termination and Release in Trademarks_Existing Facility (Bioscrip Inc.)#page2.tif source=Termination and Release in Trademarks_Existing Facility (Bioscrip Inc.)#page3.tif source=Termination and Release in Trademarks_Existing Facility (Bioscrip Inc.)#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of June 29, 2017 (“Release”), is made by SUNTRUST BANK, as Administrative Agent (“Agent”), in favor of BIOSCRIP, INC. (the “Grantor”).

WHEREAS, the Grantor and the Agent are parties to that certain Guaranty and Security Agreement, dated as of July 31, 2013 (as amended, supplemented or modified and in effect from time to time, the “Guaranty and Security Agreement”), and that certain Trademark Security Agreement, dated as of July 31, 2013 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, the Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in certain intellectual property collateral, including all right, title and interest of the Grantor in, to and under the following (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses, including the Trademarks set forth on Schedule A hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademarks; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, an executed copy of the Trademark Security Agreement was recorded with the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office (the “USPTO”) on August 16, 2013 at Reel 5092, Frame 0526; and

WHEREAS, the Agent has agreed to terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Trademark Security Agreement.

SECTION 2. Termination and Release. The Agent, on behalf of the Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Guaranty and Security Agreement and the Trademark Security Agreement in the Trademark Collateral, (b) release its lien on and security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest in, to and under the Trademark Collateral.

SECTION 3. Further Assurances. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the USPTO and any other applicable governmental office or agency. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or the Grantor's agents or designees) reasonably requests (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

SECTION 4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without giving effect to the conflict of law principles thereof).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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 Administrative Agent

By: 

Name:

Title:

JUAN E JESUS-CABALLERO
SENIOR VICE PRESIDENT

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

Trademark	Registration/ Application No.	Registration/ Application Date	Owner
SCRIPTRAK	85/063,326	June 15, 2010	BioScrip, Inc.
BIO SCRIP and Design	3,476,661	July 29, 2008	BioScrip, Inc.
BIOSCRIPCARE (Stylized)	3,506,308	September 23, 2008	BioScrip, Inc.
BIOSCRIPCARE	3,506,138	September 23, 2008	BioScrip, Inc.
MD STAR	3,767,877	March 30, 2010	BioScrip, Inc.
INFUSION SOLUTIONS, INC. and Design	2,947,597	May 10, 2005	BioScrip, Inc.
SCRIPFACTS	4,096,781	February 7, 2012	BioScrip, Inc.
BIOSCRIP	2,596,894	July 23, 2002	BioScrip, Inc.