

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		06/30/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	MWD Management, LLC		
Street Address:	320 Seven Springs Way, Suite 250		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	MWD Parent, LLC		
Street Address:	320 Seven Springs Way, Suite 250		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87241418	UNITED DERM PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Avenue, 24th Floor		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	136432-261221		
NAME OF SUBMITTER:	Troy Root		

OP \$40.00 87241418

SIGNATURE:	/s/ Troy Root
DATE SIGNED:	06/30/2017
Total Attachments: 3 source=UDP - Trademark Release#page1.tif source=UDP - Trademark Release#page2.tif source=UDP - Trademark Release#page3.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 30th day of June, 2017 (the “Release Date”), by Comerica Bank, a Texas banking association (“Bank”), for the benefit of MWD Management, LLC, a Delaware limited liability company (“Management”) and MWD Parent, LLC, a Delaware limited liability company (“Parent”) and, together with Management, the “Grantors”).

WHEREAS, the Grantors entered into that certain Loan and Security Agreement, dated as of December 1, 2016, by and between Bank and Grantors (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the Loan Agreement, the Grantors granted to Bank a security interest in all right, title and interest of the Grantors in and to (a) trademark applications identified in Exhibit A attached hereto and made a part hereof, (b) all of the goodwill of Grantors’ business connected with the use of and symbolized by such trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”), to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantors under the Loan Agreement;

WHEREAS, in connection with the Loan Agreement, Grantors executed that certain Intellectual Property Security Agreement, dated as of December 1, 2016 (the “IP Security Agreement”), in favor of Bank, which IP Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on December 1, 2016, at Reel 5933, Frame 0187; and

WHEREAS, on the Release Date, the Grantors propose to repay in full all Obligations (the “Payoff”);

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank agrees, effective as of the Release Date and upon Payoff, as follows:

1. Release of Security Interest. Effective as of the Release Date and upon Payoff, Bank terminates and releases and discharges, without warranty or recourse, any and all security interests in the Trademark Collateral granted to Bank by the Grantors.
2. Recordation of Release. Bank understands and agrees that this Release may be recorded by or for the Grantors with the USPTO.
3. Further Actions. Bank further agrees to, at Grantors’ expense, execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Bank has caused this Release to be executed effective as of the Release Date.

COMERICA BANK

By: 

Name: *Walter Weston*

Title: *VP*

[Signature Page to Trademark Release]

Exhibit A

Trademarks

Grantor	Trademark	Application No.	Registration/Application Date
MWD Management, LLC	UNITED DERM PARTNERS	87/241,418	11/18/2016