# CH \$40.00 243559

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM433508 Stylesheet Version v1.2

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:	INFUSION PARTNERS, LLC		
Street Address:	1600 Broadway, Suite 700		
Internal Address:	c/o BioScrip, Inc.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: OHIO		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2435590	INFUSION PARTNERS

### **CORRESPONDENCE DATA**

**Fax Number:** 2126983599

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:** 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	
SIGNATURE: /Zhenghui (Alan) Wang/		
DATE SIGNED:	06/30/2017	

#### **Total Attachments: 4**

source=Termination and Release in Trademarks\_Existing Facility (Infusion Partners)#page1.tif source=Termination and Release in Trademarks\_Existing Facility (Infusion Partners)#page2.tif source=Termination and Release in Trademarks\_Existing Facility (Infusion Partners)#page3.tif

TRADEMARK REEL: 006096 FRAME: 0908

900411809

source=Termination and Release in Trademarks\_Existing Facility (Infusion Partners)#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 INFUSION PARTNERS, LLC (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 "<u>Trademark</u> 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 "<u>USPTO</u>") on August 16, 2013 at Reel 5092, Frame 0591; 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. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Trademark Security Agreement.

SECTION 2. <u>Termination and Release</u>. 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. <u>Further Assurances</u>. 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:

[Signature Page to Termination and Release of Security Interest in Trademark Rights (Existing Facility) – Infusion Partners, LLC]

# SCHEDULE A

# TRADEMARKS AND TRADEMARK LICENSES

Trademark	Registration/ Application No.	Registration/ Application Date	Owner
INFUSION	2,435,590	March 13, 2001	Infusion Partners, LLC
PARTNERS			

TRADEMARK REEL: 006096 FRAME: 0913

RECORDED: 06/30/2017