# CH \$115.00 470294

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM443977

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	1	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC (as succssor-in-interest to General Electric Capital Corporation), as Agent		09/21/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Eating Recovery Center LLC	
Street Address:	7351 East Lowry Blvd.	
Internal Address:	Suite 200	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80230	
Entity Type:	Limited Liability Company: COLORADO	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	4702944	EATING RECOVERY CENTER	
Registration Number:	4707201	EATING RECOVERY CENTER	
Registration Number:	3896042		
Registration Number:	3855165	EATING RECOVERY CENTER	

# CORRESPONDENCE DATA

**Fax Number:** 2127514864

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:** 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

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ATTORNEY DOCKET NUMBER: 057121-0251

TRADEMARK
REEL: 006158 FRAME: 0497

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NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE: /S/ Angela M. Amaru			
DATE SIGNED:	09/21/2017		
Total Attachments: 4			
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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 21, 2017, by Healthcare Financial Solutions, LLC (as successor-in-interest to General Electric Capital Corporation), in its capacity as Administrative Agent ("Agent") in favor of Eating Recovery Center LLC ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

### WITNESSETH:

WHEREAS, Grantor and General Electric Capital Corporation were parties to (i) that certain Trademark Security Agreement dated as of December 28, 2012, which was recorded with the United States Patent and Trademark Office on December 28, 2012 at Reel 4931, Frame 0404 (the "2012 Security Agreement") and (ii) that certain Trademark Security Agreement dated as of April 21, 2015, which was recorded with the United States Patent and Trademark Office on October 15, 2015 at Reel 5646, Frame 0369 (the "2015 Security Agreement"; together with the 2012 Security Agreement, and each as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreements"), in each case, pursuant to which Grantor granted to General Electric Capital Corporation a security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to General Electric Capital Corporation as administrative agent, including the Trademark Collateral set forth on Schedule A annexed hereto;

WHEREAS, pursuant to that certain Assignment of Intellectual Property Security Agreement by and between General Electric Capital Corporation and Agent, dated as of November 16, 2015, which was recorded with the United States Patent and Trademark Office on November 23, 2015 at Reel 5674 and Frame 0825, General Electric Capital Corporation assigned and transferred to Agent and its successors and assigns, all of its rights, title and interest in and to the Security Agreements; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Agent hereby acknowledges full performance of the Secured Obligations and automatically and unconditionally releases and terminates its Lien on and security interest in all of Grantor's right, title and interest in, to and under the following Collateral of Grantor (collectively, the "Trademark Collateral"):
  - (i) all of its Trademarks (other than Excluded Property), including, without limitation, the Trademarks referred to on Schedule A;
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) 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, violation or other impairment thereof.

TRADEMARK REEL: 006158 FRAME: 0499 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral. The Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the Lien on and security interest in the Trademark Collateral.

[Signature Page Follows]

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed by its authorized representative as of the day and year first above written.

HEALTHCARE FINANCIAL SOLUTIONS,

LLC, as Agent

By: Name:

Name: Title:

Timothy Blonn
Duly Authorized Signatory

# **SCHEDULE A**

# **Trademark Registrations**

Trademark	Application Number	Application Date	Trademark Number	Registration Date
EATING RECOVERY CENTER  REATING CENTER	86322050	6/26/14	4702944	3/17/15
EATING RECOVERY CENTER	86322052	6/26/14	4707201	3/24/15
DESIGN ONLY	77/836995	9/29/09	3896042	12/28/10
EATING RECOVERY CENTER	77/836673	9/28/09	3855165	09/28/10

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**RECORDED: 09/21/2017** 

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