

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450876

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		11/14/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MDVIP, Inc.
Street Address:	520 Madison Ave
Internal Address:	Floor 10
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2999461	MDVIP
Registration Number:	2999462	MDVIP
Registration Number:	3331556	MYMDVIP
Registration Number:	3376500	MY MD VIP
Registration Number:	4238492	LONG LIVE HEALTHY
Registration Number:	4261997	JOIN THE HEALTHY REVOLUTION
Registration Number:	4571446	MDVIP FOUNDATION
Serial Number:	85296597	HEALTHY HALL OF FAME

CORRESPONDENCE DATA

Fax Number: 2128594000

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: 2128598000

Email: mark.konzelmann@friedfrank.com

Correspondent Name: Mark Konzelmann

Address Line 1: 1 New York Plaza

Address Line 2: Floor 26

Address Line 4: New York, NEW YORK 10004

CH \$215.00 2999461

NAME OF SUBMITTER:	Mark Konzelmann
SIGNATURE:	/Mark Konzelmann/
DATE SIGNED:	11/14/2017
Total Attachments: 3 source=MDVIP - Trademark Release (Executed) (2)#page1.tif source=MDVIP - Trademark Release (Executed) (2)#page2.tif source=MDVIP - Trademark Release (Executed) (2)#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of November 14, 2017, is made by CITIZENS BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Lenders (the "Collateral Agent"), under that certain Trademark Security Agreement entered into by MDVIP, INC., a Delaware corporation (the "Borrower") in favor of the Collateral Agent (the "Trademark Security Agreement"), pursuant to that certain Security Agreement, dated as of June 10, 2014, by and among the Grantors (as defined therein) party thereto and the Collateral Agent (as amended, supplemented or modified and in effect from time to time, the "Security Agreement").

WHEREAS, pursuant to the Trademark Security Agreement, the Borrower granted a security interest to the Collateral Agent in certain intellectual property collateral including the Owned Trademarks (as defined in the Security Agreement), including, without limitation, those Owned Trademarks set forth on Schedule I to the Trademark Security Agreement, and all proceeds of the Owned Trademarks, owned or at any time thereafter acquired by the Borrower or in which the Borrower had or any time thereafter may have acquired any right, title or interest;

WHEREAS, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on September 16, 2014 at Reel 5367, Frame 0718; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all of such Owned Trademarks, including, without limitation, the Owned Trademarks identified on Schedule A attached hereto, and to provide this document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the Owned Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Owned Trademarks, (b) release its security interest in the Owned Trademarks, and (c) discharge and reassign to the Borrower any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Owned Trademarks, including those listed on Schedule A hereto. The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the USPTO and any other applicable government officer or relevant governmental authority record this Termination and Release of Security Interest in Trademark Rights.

This Termination and Release of Security Interest in Trademark Rights shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

CITIZENS BANK, NATIONAL ASSOCIATION, as
Collateral Agent for the Lenders

By: 
Name: Doug Cornett
Title: Managing Director

SCHEDULE A

Owner	Registration/Application Number	Trademark	Registration/Application Date
MDVIP, INC.	2,999,461	MDVIP	September 27, 2005
MDVIP, INC.	2,999,462	MDVIP and Design	September 27, 2005
MDVIP, INC.	3,331,556	MYMDVIP	November 6, 2007
MDVIP, INC.	3,376,500	MY MD VIP and Design	January 29, 2008
MDVIP, INC.	4,238,492	LONG LIVE HEALTHY	November 6, 2012
MDVIP, INC.	4,261,997	JOIN THE HEALTHY REVOLUTION	December 18, 2012
MDVIP, INC.	4,571,446	MDVIP Foundation	July 22, 2014
MDVIP, INC.	85/296,597	HEALTHY HALL OF FAME	Application filed April 15, 2011; Fifth request for extension of time to file Statement of Use was granted May 7, 2014