

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK		02/09/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	RX PRO HEALTH, LLC		
Street Address:	12400 High Bluff Drive, Ste. 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3442324	RX PRO HEALTH	
Registration Number:	2772540	PHARMACY CHOICE	
Registration Number:	2785171	RX CAREER CENTER	
Registration Number:	2945375	RXSCHOOL	
Registration Number:	2940991	RXTECHSCHOOL	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<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:	212-504-6000		
Email:	jennifer.chick@cwt.com		
Correspondent Name:	Cadwalader, Wickersham & Taft LLP		
Address Line 1:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	97269.002		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	03/16/2018		
Total Attachments: 3			

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

TERMINATION AND RELEASE dated as of February 9, 2018, from **SUNTRUST BANK**, as Administrative Agent to **RX PRO HEALTH, LLC** (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of April 18, 2014, in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Obligor granted a security interest (the "Notice of Grant of Security Interest in Trademarks") to the Administrative Agent in certain collateral;

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks dated as of April 18, 2014, among the Administrative Agent and the Obligor (the "Security Interest"), by reference to the Security Agreement, the Obligor reaffirmed its intent to grant the Security Interest to the Administrative Agent specifically in all the trademarks of such Obligor, including those listed on the attached Schedule A (the "Trademark Collateral");

WHEREAS, the Notice of Grant of Security Interest in Trademarks was recorded in the United States Patent and Trademark Office on April 21, 2014, at Reel 5265 and Frame 0202;

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of their Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement.
2. Release of Security Interest. The Administrative Agent, without representation or warranty of any kind, hereby terminate, release and discharge their Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral, the Administrative Agent, without representation or warranty of any kind, hereby re-transfer, re-convey and re-assign such right, title or interest to the Obligor.
3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, in the case of the foregoing, as may be reasonable requested by the Obligor, and at the sole cost and expense of the Obligor.

Administrative Agent:

SUNTRUST BANK

By:  _____

Name: Philip VanFossan

Title: Vice President

SCHEDULE A

RX PRO HEALTH, LLC

U.S. Trademark Registrations and Applications

MARK	REG. #	REG. DATE	SERIAL #	FILE DATE
RX PRO HEALTH	3442324	06/03/2008	78623927	05/05/2005
PHARMACY CHOICE	2772540	10/07/2003	78010770	06/01/2000
RX CAREER CENTER	2785171	11/18/2003	78226319	03/17/2003
RXSCHOOL	2945375	06/26/2005	78243157	04/29/2003
RXTECHSCHOOL	2940991	4/12/2005	78293738	8/28/2003