

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUNTRUST BANK		02/09/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHIFTWISE, INC.		
<b>Street Address:</b>	12400 High Bluff Drive, Ste. 100		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4149492	MIGHTY NURSE	
<b>Registration Number:</b>	4238987	MIGHTY NURSE	
<b>Registration Number:</b>	3033833	SHIFTWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-504-6000		
<b>Email:</b>	jennifer.chick@cwt.com		
<b>Correspondent Name:</b>	Cadwalader, Wickersham & Taft LLP		
<b>Address Line 1:</b>	200 Liberty Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281		
<b>ATTORNEY DOCKET NUMBER:</b>	97269.002		
<b>NAME OF SUBMITTER:</b>	Jennifer A. Chick		
<b>SIGNATURE:</b>	/Jennifer A. Chick/		
<b>DATE SIGNED:</b>	03/16/2018		
<b>Total Attachments: 3</b>			
source=RELEASE_TradeMarks_Schedule 1_2014_5265-0196_Shiftwise Inc#page1.tif			
source=RELEASE_TradeMarks_Schedule 1_2014_5265-0196_Shiftwise Inc#page2.tif			
source=RELEASE_TradeMarks_Schedule 1_2014_5265-0196_Shiftwise Inc#page3.tif			

CH \$90.00 4149492

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

TERMINATION AND RELEASE dated as of February 9, 2018, from **SUNTRUST BANK**, as Administrative Agent to **SHIFTWISE, INC.** (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 0196;

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**

**SHIFTWISE, INC.**

**U.S. Trademark Registrations and Applications**

<b>MARK</b>	<b>REG. #</b>	<b>REG. DATE</b>	<b>SERIAL #</b>	<b>FILE DATE</b>
MIGHTY NURSE	4149492	05/29/2012	85429863	09/22/2011
MIGHTY NURSE	4238987	11/06/2012	85429479	09/22/2011
SHIFTWISE	3033833	12/27/2005	76616830	10/20/2004