

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX Corporate Capital Inc.		05/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NATIONAL HOME HEALTH CARE CORP.		
Street Address:	700 WHITE PLAINS ROAD		
City:	SCARSDALE		
State/Country:	NEW YORK		
Postal Code:	10583		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2321888	HOME IS WHERE THE CARE IS	
Registration Number:	4692171	PACT PERSONAL AIDE CARE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	COREY JB BETKER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	37427/114		
NAME OF SUBMITTER:	COREY JB BETKER		
SIGNATURE:	/COREY JB BETKER/		
DATE SIGNED:	05/18/2018		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 15, 2018 (“Release”), is made by ORIX Corporate Capital Inc., a Delaware corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Security Agreement defined below) in favor of National Home Health Care Corp., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Second Lien Guaranty and Security Agreement dated as of December 8, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, Agent, and others party thereto, and the Trademark Security Agreement dated as of December 8, 2016 by and among the Grantor and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties, and granted to the Agent, for the benefit of the Secured Parties, a Lien on and continuing security interest in, and a right to set off against, all of its right, title and interest of Grantor in, to, and under all Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on December 9, 2016, at Reel 5945 Frame 0396; and

WHEREAS, in accordance with the payoff letter dated on or about the date of this Release and given by the Agent (the “Payoff Letter”), the Agent agreed to execute and deliver this Release, subject to the terms of the Payoff Letter.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and continuing security interest in, and the right to set off against, all of Grantor’s right, title, and interest in, to, and under all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

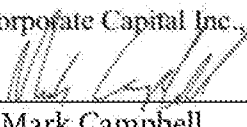
(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

ORIX Corporate Capital Inc., as Agent

By:  _____

Name: Mark Campbell

Title: Authorized Representative

Schedule A

Trademark Registrations

Company	Trademark	Application No. and/or Registration No.	Application Filing Date and/or Registration Date
National Home Health Care Corp.	HOME IS WHERE THE CARE IS	2321888	February 22, 2000
National Home Health Care Corp.	PACT PERSONAL AIDE CARE TECHNOLOGY and Design	4692171	February 24, 2015