

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492282

| | | | |
|----------------------------------|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ares Capital Corporation | | 10/01/2018 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Correct Care Solutions, LLC | | |
| Street Address: | 1283 Murfreesboro Road, Suite 500 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37217 | | |
| Entity Type: | Limited Liability Company: KANSAS | | |
| Name: | Salus, LLC | | |
| Street Address: | 1283 Murfreesboro Road, Suite 500 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37217 | | |
| Entity Type: | Limited Liability Company: TENNESSEE | | |
| Name: | GEO Care, LLC (name changed to Correct Care, LLC) | | |
| Street Address: | 1283 Murfreesboro Road, Suite 500 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37217 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3759650 | ERMA | |
| Registration Number: | 3759649 | ERMA ELECTRONIC RECORD MANAGEMENT APPLIC | |
| Registration Number: | 3671686 | CCS CORRECT CARE SOLUTIONS | |
| Registration Number: | 3761962 | ERMA ELECTRONIC RECORD MANAGEMENT APPLIC | |
| Registration Number: | 4551784 | RISE RESTORING INDIVIDUALS SAFELY AND EF | |
| Serial Number: | 86193336 | SALUS TRANSITIONAL CARE CLINICS | |
| Serial Number: | 86193229 | SALUS TRANSITIONAL CARE CLINICS | |

OP \$215.00 3759650

| | | |
|-----------------------------|---------------|---------------------------------|
| Property Type | Number | Word Mark |
| Registration Number: | 4776053 | CORRECT CARE RECOVERY SOLUTIONS |

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------|
| NAME OF SUBMITTER: | Doris Ka |
| SIGNATURE: | /Doris Ka/ |
| DATE SIGNED: | 10/02/2018 |

Total Attachments: 9
source=bAres.Correct Care Trademark Release 2L#page1.tif
source=bAres.Correct Care Trademark Release 2L#page2.tif
source=bAres.Correct Care Trademark Release 2L#page3.tif
source=bAres.Correct Care Trademark Release 2L#page4.tif
source=bAres.Correct Care Trademark Release 2L#page5.tif
source=bAres.Correct Care Trademark Release 2L#page6.tif
source=bAres.Correct Care Trademark Release 2L#page7.tif
source=bAres.Correct Care Trademark Release 2L#page8.tif
source=bAres.Correct Care Trademark Release 2L#page9.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ares Capital Corporation

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Maryland
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 1, 2018

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: 1. Correct Care Solutions, LLC

Street A 1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

City: Unlimited Liability Company - Kansas
2. Salus, LLC

State: 1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

Country Unlimited Liability Company - Tennessee

☐ Indiv 3. GEO Care, LLC (name changed to Correct Care, LLC)

☐ Assc 1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

☐ Partr Unlimited Liability Company - Florida

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see attached Schedule I

B. Trademark Registration No.(s)

see attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 25630.1200 2L

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Doris Ka

Name of Person Signing

October 2, 2018

Date

Total number of pages including cover
sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 006447 FRAME: 0607**

**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of October 1, 2018, is made by **ARES CAPITAL CORPORATION**, in its capacity as collateral agent (the “**Agent**”), under the Credit Agreement referred to below (terms used in this Release and not defined herein have the meaning set forth in the Credit Agreement).

WITNESSETH

WHEREAS, in connection with that certain Second Lien Credit Agreement, dated as of July 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among CORRECT CARE SOLUTIONS GROUP HOLDINGS, LLC (formerly known as CCS Intermediate Holdings, LLC), a Delaware limited liability company (the “**Borrower**”), CCS-CHC HOLDINGS, LLC, a Delaware limited liability company, the Lenders from time to time party thereto and Agent, and together with all general security agreements, trademark security agreements, patent security agreements and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, the Lenders have severally agreed to make extensions of credit to the Borrower;

WHEREAS, pursuant to the Credit Agreement, that certain Second Lien Security Agreement, dated as of July 23, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and those certain agreements described on Schedule I attached hereto (the “**Security Grants**”; the Security Grants, collectively with the Security Agreement, the “**Security Documents**”), the Credit Parties granted among other collateral as set forth therein, continuing security interests in the intellectual property owned by the Credit Parties, including (a) (i) all of the Grantor’s rights, title and interest in, to and under the United States copyright registrations and applications for registrations (the “**Copyrights**”) set forth on Schedule I attached hereto, in each case together with (ii) all Proceeds of the Copyrights and (iii) all causes of action arising prior to or after the date of the Security Documents for infringement of any of the Copyrights or unfair competition regarding the same and (B)(i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark applications and domain names (the “**Marks**”) set forth on Schedule I attached hereto, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all cause of action arising prior to or after the date of the Security Documents for infringement of any of the Marks or unfair competition regarding the same (collectively, the “**Intellectual Property Collateral**”); and

WHEREAS, the Security Grants were recorded in the U.S. Patent and Trademark Office and the U.S. Copyright Office on the dates and on the reels and frames set forth on Schedule I hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, whether granted pursuant to the Security Documents or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral to the applicable Credit Parties identified on Schedule I hereto.

The Agent agrees, at the Credit Parties' expense, to cooperate with the Credit Parties and to provide the Credit Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

ARES CAPITAL CORPORATION, as Agent

By: _____

Name:

Title:

Mitchell Goldstein
Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL


Grant of Security Interest in United States Trademarks dated as of July 23, 2014, by Correct Care Solutions, LLC in favor of Ares Capital Corporation, as Agent, recorded on July 24, 2014 at Reel/Frame No. 5328/0804.

Marks and Applications:

| <u>Mark</u> | <u>Status</u> | <u>Country</u> | <u>Registration Number / Application Number</u> | <u>Registration Date / Application Date</u> | <u>Record Owner</u> |
|---|---------------|----------------|---|---|-----------------------------|
| ERMA | Registered | United States | 3759650 | 3/16/2010 | Correct Care Solutions, LLC |
|  | Registered | United States | 3759649 | 3/16/2010 | Correct Care Solutions, LLC |
|  | Registered | United States | 3671686 | 8/25/2009 | Correct Care Solutions, LLC |
|  | Registered | United States | 3761962 | 3/23/2010 | Correct Care Solutions, LLC |


Grant of Security Interest in United States Trademarks dated as of July 23, 2014, by Correct Care, LLC (formerly known as GEO Care, LLC) in favor of Ares Capital Corporation, as Agent, recorded on July 24, 2014 at Reel/Frame No. 5328/0820.

Marks and Applications:


| <u>Mark</u> | <u>Status</u> | <u>Country</u> | <u>Registration Number / Application Number</u> | <u>Registration Date / Application Date</u> | <u>Record Owner</u> |
|---|---------------|----------------|---|---|---------------------|
|  | Registered | United States | 4551784 | 6/17/2014 | GEO Care, LLC |

Grant of Security Interest in United States Trademarks dated as of July 23, 2014, by Salus, LLC in favor of Ares Capital Corporation, as Agent, recorded on July 24, 2014 at Reel/Frame No. 5328/0812.

Marks and Applications:

| <u>Mark</u> | <u>Status</u> | <u>Country</u> | <u>Registration Number / Application Number</u> | <u>Registration Date / Application Date</u> | <u>Record Owner</u> |
|---|----------------------|-----------------------|--|--|----------------------------|
| Salus Transitional Care Clinics | Pending | United States | 86193336 | 2/13/2014 | Salus, LLC |
|  | Pending | United States | 86193229 | 2/13/2014 | Salus, LLC |

Grant of Security Interest in United States Trademarks dated as of December 19, 2014, by Correct Care Solutions, LLC in favor of Ares Capital Corporation, as Agent, recorded on January 8, 2015 at Reel/Frame No. 5436/0509.

| <u>Mark</u> | <u>Registration Number / Application Number</u> | <u>Registration Date / Application Date</u> |
|---|---|---|
|  CORRECT CARE RECOVERY SOLUTIONS | 4776053 86445618 | 07/21/2015 11/05/2014 |

Grant of Security Interest in United States Copyrights dated as of July 23, 2014, by Correct Care Solutions, LLC in favor of Ares Capital Corporation, as Agent, recorded on July 28, 2014 at Document No. V3626/D143.

COPYRIGHTS

| <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> | <u>COPYRIGHT TITLE</u> | <u>OWNER</u> |
|--------------------------------|------------------------------|---|-----------------------------|
| TX0006874270 | 10-3-2007 | Correct Care Solutions E-Chart Software Application | Correct Care Solutions, LLC |
| TX0006869205 | 10-3-2007 | Correct Care Solutions U-Care Software Application | Correct Care Solutions, LLC |
| V3593D566 | 8-26-2010 | Correct Care Solutions E-Chart software application & 1 other title | Correct Care Solutions, LLC |