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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM500282 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT

REEL/FRAME NO.: 6418/0887

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		11/30/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	GOLDENCARE USA, LLC	
Street Address:	10700 Old County Road 15	
Internal Address:	Suite 450	
City:	Plymouth	
State/Country:	MINNESOTA	
Postal Code:	55441	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	87874341	GOLDENCARE	

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	26180-14
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	11/30/2018

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2018, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for certain secured parties (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, GOLDENCARE USA, LLC, a Delaware limited liability company ("Pledgor"), and Collateral Agent were parties to that certain Trademark Security Agreement dated as of August 17, 2018 (the "Security Agreement") pursuant to which Pledgor granted a security interest to Collateral Agent in certain Trademark Collateral (as defined below) as security for the Obligations (as defined in the Credit Agreement referred to in the Security Agreement), including the trademark registrations and applications set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 20, 2018, at Reel 6418, Frame 0887 to 0894;

WHEREAS, Pledgor has requested that Collateral Agent terminate and release its security interest in and liens on the Trademark Collateral and reassign any and all rights in the same to Pledgor; and

WHEREAS, Pledgor has satisfied and fulfilled all of its obligations to release the Collateral Agent's security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Collateral Agent hereby terminates, releases and discharges its continuing security interest in and liens on Pledgor's entire right, title and interest in and to any collateral in respect of which a security interest was granted to Collateral Agent under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the "Trademark Collateral"):
 - (i) each trademark registration and application listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and application; and
 - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of each such trademark registration and application, or (b) injury to the goodwill associated with each such trademark registration and application.
- 2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademark Collateral.
- 3. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation,

construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

4. This Trademark Release and Reassignment may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: Name:

Title:

Vice President

Trademark Release and Reassignment

SCHEDULE A

1. Registered Trademarks

None,

2. Trademark Applications

Mark	Application No.	Owner
GOLDENCARE	87874341	GOLDENCARE USA, LLC

TRADEMARK REEL: 006492 FRAME: 0371

RECORDED: 11/30/2018