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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM507021 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THL Corporate Finance, Inc.		12/21/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HealthDrive Corporation		
Street Address:	25 Needham Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02161-1615		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2228934	HEALTHDRIVE

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Tom Markle

Address Line 1: 300 South Tryon Street 16th Floor

Address Line 2: Winston & Strawn LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	ORNEY DOCKET NUMBER: 13891.58	
NAME OF SUBMITTER:	Tom Markle	
SIGNATURE:	/Tom Markle by trademarkny/	
DATE SIGNED:	01/23/2019	

Total Attachments: 4

source=HealthDrive - Executed Release of Trademark Security Agreement#page1.tif source=HealthDrive - Executed Release of Trademark Security Agreement#page2.tif source=HealthDrive - Executed Release of Trademark Security Agreement#page3.tif source=HealthDrive - Executed Release of Trademark Security Agreement#page4.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of December 21, 2018, is made by THL Corporate Finance, Inc., a Delaware corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Grantee") in favor of Grantor (as defined below).

WHEREAS, HEALTHDRIVE CORPORATION (the "Grantor"), is party to (i) that certain Security Agreement, dated as of November 21, 2016 (the "Security Agreement"), by and among Grantor, the other grantors party thereto and Grantee, and (ii) that certain Trademark Security Agreement, dated as of November 21, 2016 (the "Trademark Security Agreement"), by Grantor in favor of Grantee; capitalized terms used but not defined herein will have the meaning given to them in the Trademark Security Agreement;

WHEREAS, the Security Agreement and Trademark Security Agreement granted to Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral, including those listed on Schedule I hereto, together with, among other things, all renewals and extensions, all goodwill of the business connected with the use of, and symbolized by, such Trademark or Trademark License and all products and proceeds (as that term is defined in the UCC) of the foregoing, including any (i) claim by Grantor against third parties for past, present or future infringement, dilution or other violation of any Trademark or any Trademark License, including right to receive any damages and to sue in the name of the Grantor, (ii) injury to the goodwill associated with any Trademark of Grantor, or (iii) right by Grantor to receive license fees, royalties, and other compensation under past, present or future any Trademark License; and

WHEREAS, Grantee desires to release its rights and security interests in the Trademark Collateral.

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

- Release. Grantee hereby (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its security interest, continuing lien and other rights in, to and under the Trademarks, including the goodwill of the business symbolized by the Trademark Collateral, and (b) any and all other rights it may have under the Security Agreement or the Trademark Security Agreement, (ii) agrees that it shall, at the expense of Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings reasonably necessary to evidence release and termination of its rights under the Security Agreement and the Trademark Security Agreement with respect to the Trademark Collateral.
- 2. <u>Counterparts</u>. This Release may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

3. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed as of the day and year first above written.

THL CORPORATE FINANCE, INC.

Name: Michelle Handy

Title: Managing Director

[Signature Page to Release of Trademark Security Agreement]

SCHEDULE I

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
HEALTHDRIVE	75478852	2228934	HealthDrive
	(May 4, 1998)	(March 2, 1999)	Corporation

2. TRADEMARK APPLICATIONS

None.

RECORDED: 01/23/2019