

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498243

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRA 5692/0465

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		11/13/2018	Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	MATRIXCARE, INC.
<b>Street Address:</b>	10900 Hampshire Avenue South
<b>City:</b>	Bloomington
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55438
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4743350	MEALTRACKER
Registration Number:	3032103	MENUTRACKER
Registration Number:	2984406	MEALTRACKER
Registration Number:	3607226	MDI ACHIEVE MATRIX
Registration Number:	4507498	MATRIXCARE
Registration Number:	3806220	MDI ACHIEVE
Registration Number:	3806221	MDI ACHIEVE
Registration Number:	3696444	RIGHT CLICK SOFTWARE
Registration Number:	2433149	TOUCH TIME
Registration Number:	1404701	ULTRACARE
Serial Number:	86521344	CLINICAL GUARDIAN
Serial Number:	86521348	CLINICAL COACH

## CORRESPONDENCE DATA

Fax Number: 2149813400

*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: 2149813300

TRADEMARK

REEL: 006537 FRAME: 0333

900474129

CH \$315.00 4743350

**Email:** lggrau@sidley.com  
**Correspondent Name:** Lauren G. Grau  
**Address Line 1:** 2021 McKinney Ave, Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**NAME OF SUBMITTER:** Lauren G. Grau

**SIGNATURE:** /Lauren G. Grau/

**DATE SIGNED:** 11/14/2018

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK  
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of November 13, 2018 ("Effective Date"), by **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), in its capacity as Administrative Agent for the Lenders and the other Secured Parties, as such terms are defined in the below defined Credit Agreement (together with its successors and permitted assigns in such capacity, the "Grantee"), in favor of **MATRIXCARE, INC.**, a Delaware corporation ("Grantor").

**WHEREAS**, reference is made to: (a) that certain Credit Agreement dated as of December 17, 2015, as amended by that certain Amendment Number One to Credit Agreement, dated as of April 26, 2016, and Amendment Number Two to Credit Agreement, dated as of June 11, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **MATRIXCARE, INC.**, a Delaware corporation ("Borrower"), **MATRIXCARE HOLDINGS INC.**, a Delaware corporation ("Holdings"), the other Credit Parties and Wells Fargo as a Swingline Lender, L/C Issuer, and as Administrative Agent for the Lenders; and (b) that certain Guaranty and Security Agreement, dated as of December 17, 2015 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among Grantor, Holdings and Grantee;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 17, 2015, which was recorded with the United States Patent and Trademark Office on December 18, 2015 at Reel 5692, Frame 0465 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"; initially capitalized terms used but not defined herein shall have the meanings given to such terms in the Trademark Security Agreement), by and among Grantors and Grantee, the Grantors granted to Grantee a security interest in all of the Grantors' right, title and interest in and to the Trademark Collateral; and

**WHEREAS**, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the Trademarks listed on **Schedule 1** hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

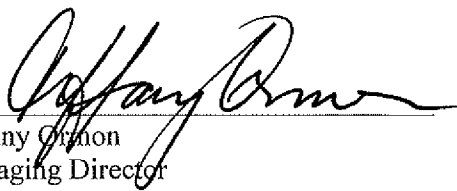
1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its Lien on and security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement, and all goodwill associated with the Trademark Collateral.

2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the Lien on and security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.


WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Grantee

By:   
Name: Tiffany Ormon  
Title: Managing Director

**SCHEDULE 1**  
to  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN THE TRADEMARK**  
**COLLATERAL**

**Trademark Registrations/Applications**

1. REGISTERED TRADEMARKS

Mark	App. No.	Reg. No.	Reg. Date
MEALTRACKER	86416567	4743350	5/26/15
MENUTRACKER	78507752	3032103	12/20/05
MEALTRACKER	78507813	2984406	8/9/05
MDI ACHIEVE MATRIX	77403511	3607226	4/14/09
MATRIXCARE	85845951	4507498	4/1/14
MDI ACHIEVE	77848135	3806220	6/22/10
MDI ACHIEVE 	77848169	3806221	6/22/10
RIGHT CLICK SOFTWARE	77342841	3696444	10/13/09
TOUCH TIME	75812237	2433149	3/6/01
ULTRACARE	73564792	1404701	12/12/86

2. PENDING TRADEMARKS

Mark	App. No.	Reg. No.	Reg. Date
CLINICAL GUARDIAN	86521344	N/A	2/2/15
CLINICAL COACH	86521348	N/A	2/2/15