

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508877

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A., as successor by merger to Citizens Bank of Pennsylvania		02/05/2019	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Baiada Family, Inc.
<b>Street Address:</b>	1 West Main Street
<b>City:</b>	Moorestown
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08057
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	5006782	THE BAYADA WAY COMPASSION.EXCELLENCE.REL
<b>Registration Number:</b>	5002350	BAYADA HOME CARE
<b>Registration Number:</b>	4926180	BAYADABILITY
<b>Registration Number:</b>	1297195	BAYADA
<b>Registration Number:</b>	4300179	BAYADA HABILITATION A SPECIALTY OF BAYAD
<b>Registration Number:</b>	4179421	BAYADA HOME HEALTH CARE
<b>Registration Number:</b>	4303836	BAYADA HOSPICE A SPECIALTY OF BAYADA HOM
<b>Registration Number:</b>	4209265	BAYADA PEDIATRICS A SPECIALTY OF BAYADAH
<b>Registration Number:</b>	4179500	BAYADA STAFFING
<b>Registration Number:</b>	4383131	HOME INTENSIVE CARE UNIT (HICU)

## CORRESPONDENCE DATA

Fax Number: 2028428465

*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: 202-842-8800

Email: dctrademarks@dbr.com

Correspondent Name: Jennifer L. Dean

Address Line 1: 1500 K Street, NW

OP \$265.00 5006782

**Address Line 2:** Drinker Biddle & Reath LLP, Suite 1100  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 583225

**NAME OF SUBMITTER:** Joelle Zajk

**SIGNATURE:** /joelle zajk/

**DATE SIGNED:** 02/06/2019

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is dated as of February 5, 2019 by **CITIZENS BANK, N.A.** (as successor by merger to Citizens Bank of Pennsylvania), in its capacity as administrative agent (in such capacity together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders, and itself as a Lender, in favor of **BAIADA FAMILY, INC.**, a Delaware corporation (the “**Grantor**” and together with the Administrative Agent, the “**Parties**”).

WHEREAS, pursuant to that certain Credit Agreement dated as of December 26, 2018 among the Grantor, the Lenders party thereto and the Administrative Agent, the Grantor, the subsidiaries to the Grantor which were or became party thereto and the Administrative Agent entered into that certain Pledge and Security Agreement dated December 26, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) in favor of the Administrative Agent, pursuant to which Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of December 26, 2018 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 26, 2018 at reel/frame number 6508/0920;

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement and the Trademark Security Agreement, the Grantor granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including the Trademarks listed on Schedule A hereto; and

WHEREAS, Grantor has paid in full the Secured Obligations and performed its obligations under the Pledge and Security Agreement, and, as a result, the Administrative Agent desires and agrees to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1.      Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or the Trademark Security Agreement.

Section 2.      Release. The Administrative Agent hereby terminates the Security Interest granted under the Trademark Security Agreement and terminates, releases and discharges fully its security interests in the Trademark Collateral, including the Trademarks listed on Schedule A, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

Section 3.      Further Assurances. The Administrative Agent agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably request (at Grantor’s sole cost and expense) in order to confirm this Release.

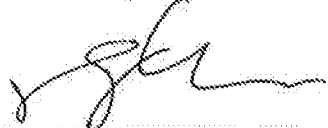
Section 4.      Recordation of Release. The Administrative Agent hereby authorizes its designee or Grantor's authorized representative(s) to record this Release with the United States Patent and Trademark Office.

Section 5.      Electronic Execution. This Release may be executed by facsimile transmission or other electronic transmission.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**CITIZENS BANK, N.A.,**  
as Administrative Agent

By:   
Name: Lisa Williams  
Title: Sr. Vice President

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006551 FRAME: 0841**

**Schedule A**

**Trademarks**

Mark	U.S. Registration Number
THE BAYADA WAY COMPASSION. EXCELLENCE.RELIABILITY.	5006782
BAYADA HOME CARE	5002350
BAYADABILITY	4926180
BAYADA	1297195
BAYADA HABILITATION A SPECIALTY OF BAYADA HOME HEALTH CARE	4300179
BAYADA HOME HEALTH CARE	4179421
BAYADA HOSPICE A SPECIALITY OF BAYADA HOME HEALTH CARE	4303836
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