

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. as Collateral Agent		02/15/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	FamilyWize, LLC		
Street Address:	1720 Spillman Dr #100		
City:	Bethlehem		
State/Country:	PENNSYLVANIA		
Postal Code:	18015		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5380432	THE SMART WAY TO SAVE ON PRESCRIPTIONS.	
Registration Number:	4870131	FAMILYWIZE	
Registration Number:	4954138	LIVE HEALTHY. LIVE SMART.	
Registration Number:	4790557		
Registration Number:	4737977	LIVE HEALTHY. LIVE SMART	
Registration Number:	4587511	BE WIZE	
Registration Number:	4587512	BE WIZE. BE HEALTHY.	
Registration Number:	4431820	WIZE UP	
Registration Number:	3301401	FAMILYWIZE	
Registration Number:	4334109	ONE MINUTE VOLUNTEER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>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.</i>			
Phone:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		

OP \$265.00 5380432

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	056516-0022
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	02/19/2019
Total Attachments: 4 source=RXSense - Trademark Release (Familywize) [Excecuted]_105944103_1_0#page1.tif source=RXSense - Trademark Release (Familywize) [Excecuted]_105944103_1_0#page2.tif source=RXSense - Trademark Release (Familywize) [Excecuted]_105944103_1_0#page3.tif source=RXSense - Trademark Release (Familywize) [Excecuted]_105944103_1_0#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 15, 2019 (this "Release"), is made by Bank of America, N.A., in its capacity as collateral agent (the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below), in favor of FamilyWize, LLC, a Delaware limited liability company (formerly known as FamilyWize Community Service Partnership, Inc.) (the "Grantor"). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Security Agreement (as defined below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, extended, supplemented, replaced, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), among RxSense Holdings LLC (the "Borrower"), RxSense Investments LLC ("Holdings"), each Lender from time to time party thereto, Bank of America, N.A., as Administrative Agent, Collateral Agent, the Swing Line Lender and an L/C Issuer, and the other parties from time to time party thereto;

WHEREAS, pursuant to the Credit Agreement, the Grantor, the Borrower, Holdings, and the Collateral Agent, among others, entered into that certain Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of December 21, 2018 (the "Trademark Security Agreement"), in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on December 21, 2018 at Reel 6507, Frame 0653;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date thereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter may have acquired any right, title or interest; and


WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the release of its Security Interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby terminates the Trademark Security Agreement and releases and terminates in its entirety its Security Interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the Grantor, and re-assigns to the Grantor any and all right, title or interest it may have in or to the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Erik M. Truette
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

Owner (Loan Party)	Trademark	Application Number	Filing Date
None	None	None	None

Registrations –

Owner (Loan Party)	Trademark	Registration Number	Registration Date
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	THE SMART WAY TO SAVE ON PRESCRIPTIONS	5380432	16 JAN 2018
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	FAMILYWIZE	4870131	15 DEC 2015
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	LIVE HEALTHY. LIVE SMART.	4954138	10 MAY 2016
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	Design Only	4790557	11 AUG 2015
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	LIVE HEALTHY. LIVE SMART	4737977	19 MAY 2015
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	BE WIZE	4587511	19 AUG 2014
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	BE WIZE. BE HEALTHY	4587512	19-AUG 2014

Owner (Loan Party)	Trademark	Registration Number	Registration Date
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	WIZE UP	4431820	12 NOV 2013
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	FAMILYWIZE	3301401	22 OCT 2007
FAMILYWIZE, LLC F/K/A FAMILYWIZE COMMUNITY SERVICE PARTNERSHIP, INC	ONE MINUTE VOLUNTEER	4334109	14 MAY 2013