# CH \$215.00 481048

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM517638

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Release of Security Interest : Recorded at Reel/Frame 5763/0104

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		04/05/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Science Care, Inc.	
Street Address:	21410 North 19th Avenue,	
Internal Address:	Suite 126	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	85027	
Entity Type:	Corporation: ARIZONA	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4810485	MEMORY IN NATURE
Registration Number:	4737036	HOPE PROGRAM
Registration Number:	4498286	I SUPPORT LIFE
Registration Number:	3720459	SCIENCE CARE
Registration Number:	3720461	SCIENCE CARE
Registration Number:	3720460	SCIENCE CARE
Registration Number:	3720462	SCIENCE CARE
Registration Number:	2527646	SCIENCE CARE

### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 3128623837

**Email:** raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui
Address Line 1: 300 N. Lasalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

TRADEMARK
REEL: 006610 FRAME: 0778

900492853

ATTORNEY DOCKET NUMBER:	15375-82
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	04/05/2019

### **Total Attachments: 4**

source=Science Care - Trademark Release and Reassignment (executed)\_(60581956\_1)#page1.tif source=Science Care - Trademark Release and Reassignment (executed)\_(60581956\_1)#page2.tif source=Science Care - Trademark Release and Reassignment (executed)\_(60581956\_1)#page3.tif source=Science Care - Trademark Release and Reassignment (executed)\_(60581956\_1)#page4.tif

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of April 5, 2019, by NXT Capital, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders ("Grantee") in favor of Science Care, Inc., an Arizona corporation ("Grantor"). 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, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 1, 2016 among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders (as defined therein), a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof (collectively, the "Secured Trademarks"), to secure the payment of all amounts owing by Borrowers (as defined in the Credit Agreement) under that certain Credit Agreement as of April 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of April 1, 2016 (the "Security Agreement") pursuant to which the Grantor granted and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of a security interest to Grantee in the Secured Trademarks, including the Trademarks set forth on Schedule 1 hereto, as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on April 1, 2016, at Reel 5763, Frame 0104; and

WHEREAS, Grantee has agreed to release its security interest in the Secured Trademarks and reassign any and all rights in the same to Grantor.

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

- 1. Grantee hereby terminates the Security Agreement and terminates, cancels and releases its security interest in all of Grantor's right, title and interest in and to the Secured Trademarks, including, without limitation:
  - (i) each Trademark listed on <u>Schedule 1</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 Trademark; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

- 2. Grantee hereby reassigns, grants and conveys to the Grantor, any and all of Grantee's right, title and interest in and to the Trademarks listed on <u>Schedule 1</u> annexed hereto and all other Secured Trademarks.
- 3. To the extent applicable, Grantee hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States note and record this Release against all Secured Trademarks, including the Trademarks set forth on Schedule 1.
- 4. This Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Release.
- 5. This Release is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Signature Page Follows]

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

NXT CAPITAL, LLC, as Agent

Name: Milan Patel

Title: Managing Director

Trademark Release and Reassignment (Science Care)

TRADEMARK

REEL: 006610 FRAME: 0782

# SCHEDULE 1

# **Trademark Registrations**

Mark	Application No.	Application Date	Registration No.	Registration Date
MEMORY IN NATURE	76717575	2/18/15	4810485	9/15/15
HOPE PROGRAM	76716845	9/4/14	4737036	5/19/15
I SUPPORT LIFE	76713819	3/27/13	4498286	3/18/14
SCIENCE CARE	76697286	5/7/09	3720459	12/8/09
SCIENCE CARE	76697288	5/7/09	3720461	12/8/09
SCIENCE CARE	76697287	5/7/09	3720460	12/8/09
SCIENCE CARE	76697289	5/7/09	3720462	12/8/09
SCIENCE CARE	78054861	3/24/01	2527646	1/8/02

**RECORDED: 04/05/2019**