

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROOKSIDE MEZZANINE FUND III, L.P.		04/02/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	NHI Billing Services, LLC		
Street Address:	16260 North 71st Street		
Internal Address:	Suite 350		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	Limited Liability Company: ARIZONA		
Name:	Centauri Health Solutions, Inc.		
Street Address:	6263 N. Scottsdale Road		
Internal Address:	Suite 142		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85250		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2395843	NHI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012605-0000		

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NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	04/10/2019
Total Attachments: 3 source=Centauri - Brookside - Trademark Security Agreement Termination__NHI#page1.tif source=Centauri - Brookside - Trademark Security Agreement Termination__NHI#page2.tif source=Centauri - Brookside - Trademark Security Agreement Termination__NHI#page3.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN
TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of April 2, 2019, by BROOKSIDE MEZZANINE FUND III, L.P., in its capacity as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders under the Credit Agreement (each as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), among Centauri Health Solutions, Inc., a Delaware corporation (the "Borrower"), NHI Billing Services, LLC, an Arizona limited liability company ("NHI"), the other Loan Parties named therein, the lenders party thereto (the "Lenders") and the Agent;

WHEREAS, pursuant to the Trademark Security Agreement dated as of June 21, 2018 (the "Original Trademark Security Agreement"), a lien on and security interest (the "Security Interest") was granted by NHI to the Agent in certain collateral, including the Trademark Collateral;

WHEREAS, the Original Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 21, 2018, at Reel/Frame 6381/0133; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral including those Trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Original Trademark Security Agreement.

2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Recordation. The Agent authorizes the Borrower and its designees to record this Termination and Release with the United States Patent and Trademark or any other applicable governmental authority at the Borrower's expense.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

BROOKSIDE MEZZANINE FUND III, L.P.,
as Agent

By: Brookside Mezzanine Partners III, LLC, its
General Partner

By: 
Name: Corey Seane
Title: Managing Partner

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006613 FRAME: 0930

Schedule 1

TRADEMARKS

Mark	Serial Number	Application Date	Class, Goods/Services	Status
NHI	75848588	November 15, 1999	IC 035. US 100 101 102. G & S; MEDICAID BILLING SERVICES FURNISHED TO HOSPITALS	Registered October 17, 2000 Reg. No. 2395843

TRADEMARK

REEL: 006613 FRAME: 0931