

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AT REEL/FRAME NO. 6018/0559		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		06/06/2019	BANK: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	COLOGIX CELTICS, LLC		
Street Address:	2300 15TH STREET		
Internal Address:	SUITE 300		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2014288	SCG	
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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FL		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039269-0477		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	06/06/2019		
Total Attachments: 4			
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OP \$40.00 2014288

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of June 6, 2019 (this “Release”), is made by **BARCLAYS BANK PLC**, as Agent (in such capacity, the “Agent”) for the Lenders, the L/C Issuers and each other of the Secured Parties, in favor of **COLOGIX CELTICS, LLC**, a Delaware limited liability company (the “Grantor”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Security Agreement and Trademark Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, reference is made to that certain Second Lien Credit Agreement, dated as of March 20, 2017, by and among the Grantor, the other parties thereto, and the Agent, (as amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Grantor executed that certain Second Lien Guaranty and Security Agreement, dated as of March 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered that certain Second Lien Trademark Security Agreement, dated as of March 20, 2017 (the “Trademark Security Agreement”) in favor of Agent, which was recorded in the United States Patent and Trademark Office on March 24, 2017 at Reel 6018, Frame 0559;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged, hypothecated and granted to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor: (a) all of its Trademarks referred to on Schedule A hereto; (b) all renewals of the foregoing; (c) all goodwill associated with the foregoing; and (d) all income, royalties and proceeds at any time due or payable to Grantor with respect to the foregoing, including all rights to use or otherwise recover at law or in equity for any past, present or future infringement, dilution violation or other impairment thereof, and in each case, all rights to obtain any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantor has requested, and the Agent has agreed, that the 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, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt of which is hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. The Agent, without recourse, representation or warranty of any kind or nature, hereby releases and terminates its Lien on and 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 and interest it may have in, to and under the Trademark Collateral.

SECTION 2. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to effect the release of the Lien and security interest contemplated hereby.

SECTION 3. The Agent authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this Release.

[SIGNATURE PAGE FOLLOWS]

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

BARCLAYS BANK PLC
as Agent

By: 

Name: May Huang

Title: Assistant Vice President

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 006664 FRAME: 0285

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

Reel/Frame No. 6018/0559

Owner	Trademark	Serial Number	Registration Number	Date Registered
Cologix Celtics, LLC	SCG	74596410	2014288	11/5/1996