## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM529476

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Old National Bank		06/21/2019	National Banking Association: UNITED STATES	

### **RECEIVING PARTY DATA**

Name:	Confluent Heath, LLC		
Street Address:	175 S. English Station Road		
Internal Address:	Ste. 218		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40245		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	88108780	BEST FIRST CHOICE
Registration Number:	5200479	MY PHYSICAL THERAPIST

### **CORRESPONDENCE DATA**

Fax Number:

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: 5025627130

Email: jwatts@wyattfirm.com Julie Laemmle Watts **Correspondent Name:** 

Address Line 1: 500 W. Jefferson Street, Ste. 2800 Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Julie Laemmle Watts
SIGNATURE:	/Julie Laemmle Watts/
DATE SIGNED:	06/27/2019

**Total Attachments: 3** 

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> **TRADEMARK** REEL: 006679 FRAME: 0430

900504252

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

		Th	nis Tei	minat	ion a	and Re	elea	se of	Sec	curity Ir	ntere	st in Inte	ellectual F	<b>'</b> roper	ty is d	ated
as of				, 20	19,	from	OL	D NA	ATI	ONAL	BA	NK, as	administr	ative	agent	and
collateral	age	ent (	"Ager	nt") in	the	Trade	mai	rk Sec	uri	ty Agre	eeme	ent dated	Decembe	er 28,	2018	(the
"TSA"),	to	CO	NFLU	JENT	HE	EALTH	ł,	LLC,	a	Delaw	are	limited	liability	com	pany	(the
"Grantor"	").												•			

### WITNESSETH:

WHEREAS, reference is made to the Guarantee and Collateral Agreement dated as of December 28, 2018 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor, the Agent and other parties thereto under which a security interest (the "Security Interest") was granted by Grantor to Agent in the Trademark Collateral (as defined in the TSA);

WHEREAS, the TSA was recorded with the Assignment Division of the United States Patent and Trademark Office at Reel 6513, Frame 0572 on December 31, 2018;

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral under the Security Agreement and the TSA;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the TSA, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

- 1. <u>Definitions</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the TSA.
- 2. Release of Security Interest. Agent hereby terminates, releases, and discharges its Security Interest in Grantor's right, title and interest in or to the Trademark Collateral as defined in the Security Agreement and the TSA, including the Trademark Collateral listed in Schedule 1 attached hereto. Any and all right, title, or interest of Agent in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.
- 3. <u>Further Assurances</u>. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

TRADEMARK REEL: 006679 FRAME: 0431 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officer as of the date first above written.

OLD N	ATIONAL BANK	
as Agei	nt .	
Ву:	W-AMS	
Name:	TARRIV MECULAY	
Title:	SYP	

# SCHEDULE 1 TO THE TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

		Serial No. /	Reg. No. /	<b>Current Owner of</b>
Mark	Jurisdiction	Filing Date	Reg. Date	Record
BEST FIRST CHOICE	11.0	88108780	Dandina	Confluent Health,
BEST FIRST CHOICE	U.S.	9/7/2018	Pending	LLC
MV DIVERAL THED A DICT	II C	86571151	5200479	Confluent Health,
MY PHYSICAL THERAPIST	U.S.	3/20/2015	5/9/2017	LLC

61847785.2

**RECORDED: 06/27/2019** 

TRADEMARK REEL: 006679 FRAME: 0433