

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT (FIRST LIEN)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		08/06/2019	Bank: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	BIOSCRIP, INC.		
Street Address:	3000 Lakeside Drive		
Internal Address:	Suite 300N		
City:	Bannockburn		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4266669	CAREPOINT PARTNERS THE NEW FACE OF INFUS	
Registration Number:	4096781	SCRIPFACTS	
Registration Number:	3476661	BIO SCRIP	
Registration Number:	2596894	BIOSCRIP	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1116923Â TM A1		
NAME OF SUBMITTER:	Wenny Zhu		
SIGNATURE:	/Wenny Zhu/		

OP \$115.00 4266669

DATE SIGNED:	08/09/2019
Total Attachments: 4 source=A1 Trademark Release - 1L - Wells(1)#page2.tif source=A1 Trademark Release - 1L - Wells(1)#page3.tif source=A1 Trademark Release - 1L - Wells(1)#page4.tif source=A1 Trademark Release - 1L - Wells(1)#page5.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

This RELEASE OF TRADEMARK SECURITY AGREEMENT (FIRST LIEN)(this "Release") is made as of August 6, 2019, by WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Secured Parties under (and as defined in) the Security Agreement referred to below (the "Collateral Agent") for the benefit of BIOSCRIP, INC., a Delaware corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) First Lien Guaranty and Security Agreement, dated as of June 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; and (ii) Trademark Security Agreement (First Lien), dated as of June 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 14, 2017 at Reel 6105 and Frame 0836; and

WHEREAS, Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Trademark Collateral to the Grantor.

2. The Collateral Agent, on behalf of itself and the Secured Parties, hereby acknowledges the termination and cancellation of the Trademark Security Agreement as contemplated under Section 4 thereof.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement (First Lien) to be executed and delivered as of the date first written above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: Anthony Tarantola
Title: Relationship Manager

SCHEDULE I

I. REGISTERED TRADEMARKS

Owner Name	Trademark	Registration Number	Registration Date
BIOSCRIP, INC.	CAREPOINT PARTNERS THE NEW FACE OF INFUSION & Design	4266669	01-Jan-2013
BIOSCRIP, INC.	SCRIPFACTS	4096781	07-Feb-2012
BIOSCRIP, INC.	BIO SCRIP & Design	3476661	29-Jul-2008
BIOSCRIP, INC.	BIOSCRIP	2596894	23-Jul-2002

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.