# CH \$65.00 86

ETAS ID: TM538324

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		09/04/2018	Chartered Bank:

#### **RECEIVING PARTY DATA**

Name:	Gastro Health, LLC (f/k/a Gastro Health, P.L.)	
Street Address:	9500 S. Dadeland Blvd.	
Internal Address:	Suite 200	
City:	Miami	
State/Country:	FLORIDA	
Postal Code:	33156	
Entity Type:	Limited Liability Company: FLORIDA	

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

Property Type	Number	Word Mark
Serial Number:	86076035	GASTRO HEALTH GH
Serial Number:	86742657	GASTRO HEALTH

#### **CORRESPONDENCE DATA**

**Fax Number:** 6172359492

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:** 2125969167

**Email:** gary.lee@ropesgray.com

Correspondent Name: Gary Lee

Address Line 1: Ropes and Gray LLP, 1211 Avenue of the a

Address Line 2: 39th Floor

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:	AGW-251
NAME OF SUBMITTER:	Gary Lee
SIGNATURE:	/Gary Lee/
DATE SIGNED:	08/27/2019

**Total Attachments: 3** 

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TRADEMARK
REEL: 006730 FRAME: 0137

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated September 4, 2018 by Fifth Third Bank ("Fifth Third"), acting as collateral agent hereunder for the Secured Parties as defined in the Agreement referred to below (Fifth Third acting as such collateral agent being hereinafter referred to as, the "Agent");

#### WITNESSETH:

WHEREAS, GASTRO HEALTH, LLC, a Florida limited liability company ("Debtor") and Agent were parties to a certain Trademark Security Agreement dated June 28, 2016, between Debtor and Agent which was recorded in the United States Patent and Trademark Office (the "USPTO") on June 30, 2016 at Reel 005826, Frame 0125 (the "Agreement"), pursuant to which Debtor granted to Agent, a continuing security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property as set forth in the Agreement (collectively, the "Trademark Property") to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Agreement; and

WHEREAS, Debtor has requested that Agent release its continuing security interests in the Trademark Property and reassign the same to Debtor;

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

- 1. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement.
- 2. Agent hereby releases its continuing security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:
  - (i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
  - (ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.
- 3. Agent hereby authorizes Debtor, its successors, assigns and representatives to record this document at the USPTO.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

FIFTH THIRD BANK, as Agent

By:

John McChesney

(Piùe:

Officer

# SCHEDULE A TO

# TRADEMARK SECURITY AGREEMENT

## TRADEMARK REGISTRATIONS/APPLICATIONS

Owner	Mark	Serial No.	Filing Date
Gastro Health, LLC	<b>√%</b>	86076035	September 26, 2013
(f/k/a Gastro Health,	GASTRO S		
P.L.)	HEALTH		
	GASTRO HEALTH GH		
Gastro Health, LLC	Gastro Health	86742657	August 31, 2015
(f/k/a Gastro Health,			
P.L.)			

## TRADE NAMES

Credit Party	Additional Names	
Gastro Health, LLC	Gastro Health	
Gastro Health Specialty Pharmacy, LLC	Gastro Health Pharmacy	

COMMON LAW TRADEMARKS N/A

TRADEMARKS NOT CURRENTLY IN USE N/A

TRADEMARK LICENSES N/A

**RECORDED: 08/27/2019** 

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