

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital LLC, as collateral agent		08/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Abode Healthcare, Inc.		
Street Address:	2200 Sixth Avenue, Suite 1200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: DELAWARE		
Name:	Oasis HealthCare, Inc.		
Street Address:	2200 Sixth Avenue, Suite 1200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3282497	HEARTS	
Registration Number:	3186186	HEARTS FOR HOME HEALTH	
Registration Number:	3183111	HEARTS FOR HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		

CH \$90.00 3282497

SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/28/2019
Total Attachments: 3 source=nxt abode - ip release (abode_oasis)#page1.tif source=nxt abode - ip release (abode_oasis)#page2.tif source=nxt abode - ip release (abode_oasis)#page3.tif	

INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT is made as of August 28, 2019, by NXT Capital, LLC, as collateral agent for the Secured Parties (“Grantee”).

W I T N E S S E T H:

WHEREAS, Abode Healthcare, Inc., a Delaware corporation and Oasis HealthCare, Inc., a Delaware corporation (together, the “Grantors”) and Grantee were parties to that certain Intellectual Property Security Agreement dated as of May 1, 2018 (the “Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), in each case, pursuant to which Grantors granted a lien on and security interest in certain Intellectual Property Collateral (as defined in the Security Agreement) as security for certain obligations owing by Grantors to Grantee, including the Copyrights and Trademarks set forth on Schedule 1 hereto (collectively, the “Released Intellectual Property Collateral”);

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on May 1, 2018, at Reel 6361, Frame 0187; and

WHEREAS, the Security Agreement was recorded by the United States Copyright Office on May 17, 2018, at V9957D407; and

WHEREAS, Grantors have requested that Grantee release its lien on and security interest in the Released Intellectual Property Collateral and reassign any and all rights in the same to Grantors.

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

1. Grantee hereby releases its security interest in all of such Grantor’s right, title and interest in and to the following:

- (i) each Trademark and Copyright listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Copyright, or (b) injury to the goodwill associated with any Trademark or Copyright.

2. Grantee hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Released Intellectual Property Collateral, and authorizes the recordation of this Intellectual Property Release and Reassignment with the United States Patent and Trademark Office and the United States Copyright Office at the expense of the Grantors.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Intellectual Property Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC,

By: 
Name: _____
Title: Erik Van Vuren
Director

SCHEDULE 1

Trademarks

Mark	Serial No.	Application Date	Registration No.	Registration Date	Registered Owner
HEARTS	78696653	8/19/05	3282497	8/21/07	Abode Healthcare, Inc.
HEARTS FOR HOME HEALTH	78696682	8/19/05	3186186	12/19/06	Abode Healthcare, Inc.
HEARTS FOR HOSPICE	78696703	8/19/05	3183111	12/12/06	Abode Healthcare, Inc.

Copyrights

Title	Registration No.	Registration Date	Owner/ Applicant
Oasis Healthcare restorative nursing program training : optimizing alternative services and innovative solutions.	TXu000921844	3/9/00	Oasis Healthcare, Inc.