# OP \$115.00 5071179

ETAS ID: TM542947

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kian Mezzanine Partners I, L.P.		09/27/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	American In-Home Care, LLC		
Street Address:	11680 Great Oaks Way, Suite 170		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	5071179	AMERICAN IN-HOME CARE	
Registration Number:	5071180	AMERICAN IN-HOME CARE	
Registration Number:	3429148	WHITSYMS	
Registration Number:	3429147	W WHITSYMS	

### **CORRESPONDENCE DATA**

**Fax Number:** 6142243246

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:** 614-462-1093

**Email:** ipdocketcolumbus@icemiller.com

Correspondent Name: Ice Miller LLP

Address Line 1: 1500 Broadway, Suite 2900
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Barbara Bacon
SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	09/27/2019

### **Total Attachments: 5**

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### RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of September 27, 2019 and granted by KIAN MEZZANINE PARTNERS I, L.P. (the "Collateral Agent"), a Delaware limited liability company, as Collateral Agent for the Lenders under the Credit Agreement referred to below (collectively referred to herein as the "Secured Parties"), in favor of AMERICAN IN-HOME CARE, LLC, a Delaware limited liability company (the "Pledgor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to the (i) Credit Agreement dated October 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition are used as defined in the Credit Agreement) among the Pledgor, AIHC Holdings, LLC, a Delaware limited liability company (the "Parent"), the Collateral Agent, Modern Bank, N.A., as administrative agent, and the lenders party thereto, and (ii) that certain Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, "Security Agreement") dated October 8, 2015 by the Pledgor and the Parent in favor of the Collateral Agent, the Pledgor executed and delivered to the Collateral Agent the Grant of Security Interest In Intellectual Property (the "Grant of Security Interest") dated October 8, 2015 by the Pledgor in favor of the Collateral Agent.

WHEREAS, pursuant to the Security Agreement and the Grant of Security Interest, the Pledgor pledged and granted to the Collateral Agent for payment and performance of the Secured Obligations (as defined in the Security Agreement) a security interest in and to all of the right, title and interest of such Pledgor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Grant of Security Interest was recorded with the United States Patent and Trademark Office at Reel 5641, Frame 0854, on October 9, 2015; and

WHEREAS, the Pledgor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Pledgor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement and the Grant of Security Interest.

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

- 1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Grant of Security Interest and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement and other Security Documents in any and all right, title and interest of the Pledgor, and reassigns to the Pledgor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
  - (a) trademarks, service marks, trade names, uniform resource locators (also known as "URLs"), domain names, corporate and company names, business names, logos, trade dress, trade styles, other source or business identifiers, designs and general intangibles of a similar nature, whether under the laws of

the United States or any other country or jurisdiction, all recordings and registrations thereof and applications therefor, all renewals, reissues and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby, in each case whether now owned or existing or hereafter acquired or arising, including the trademark registrations and applications set forth in Schedule 1 hereto ("Trademarks");

- (b) all rights of any kind whatsoever of such Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all license and other agreements in which such Pledgor has granted or is granted a license or other right under any Trademark ("**Trademark License**") and all other General Intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to any Trademark or Trademark Licenses;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Collateral Agent agrees to take all further actions, and provide to the Pledgor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Pledgor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release, in each case at the Pledgor's sole expense.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

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

KIAN MEZZANINE PARTNERS I, L.P.

By: Kian Mezzanine Partners I GP, LLC, its General Partner

By:

Name: Kevin R. McCarthy

Title: Manager

**REEL: 006757 FRAME: 0453** 

### **SCHEDULE I**

# (1) Registered and Pending Trademarks

Mark	Serial Number	Status	Regis. Number	Regis. Date	Owner Information
American In-Home Care	86736462	Registered	5071179	November 1, 2016	American In-Home Care, LLC
American In-Home Care	86736463	Registered	5071180	November 1, 2016	American In-Home Care, LLC
WHITSYMS	76681497	Registered	3429148	May 20, 2008	American In-Home Care, LLC
WHITSYMS	76681496	Registered	3429147	May 20, 2008	American In-Home Care, LLC

## (2) Service mark and Trade names

- Whitsyms Nursing Service
- Whitsyms Nursing Registry
- "W" with Whitsyms Nursing Registry
- "W" with Whitsyms Nursing Registry and Whitsyms Nursing Service
- American Home Companions
- American In-Home Caregiver Registry
- AHC Cares
- American In-Home Care

- A Caring Company
- In-Home Care
- Advocate Home Care Service Services

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**RECORDED: 09/27/2019**