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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM543370

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		10/01/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	DAYSMART SOFTWARE, LLC
Street Address: 3520 Green Court, Suite 250	
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48105
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	77809032	SALON IRIS
Serial Number:	78580608	123PET
Serial Number:	78594395	123PET SOFTWARE
Serial Number:	78580374	ORCHID MEDICAL SPA SOFTWARE
Serial Number:	78594345	ORCHID MEDICAL SPA SOFTWARE
Serial Number:	78618151	CMJ DESIGNS, INC.
Serial Number:	85179709	INKBOOK SOFTWARE
Serial Number:	85179696	INKBOOK SOFTWARE
Serial Number:	85177569	LIVE ACCESS
Serial Number:	85177823	CMJ DESIGNS
Serial Number:	85179672	SALON IRIS
Serial Number:	85354127	DAY SMART SOFTWARE
Serial Number:	87142953	DAYSMART
Serial Number:	87751184	INKBOOK SOFTWARE
Serial Number:	88211944	S
Serial Number: 88211948		
Serial Number:	88211950	
Serial Number:	88211952	INKBOOK SOFTWARE
		TDADEMADIZ

TRADEMARK

900517554 REEL: 006760 FRAME: 0282

Property Type	Number	Word Mark
Serial Number:	88211955	IB

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: 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: ALANA GRAMER

Address Line 1: C/O PAUL HASTINGS LLP

Address Line 2: 200 Park Avenue

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER	
SIGNATURE:	/s/ AG
DATE SIGNED:	10/01/2019

Total Attachments: 5

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RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of October 1, 2019, by U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of DAYSMART SOFTWARE, LLC, a Delaware limited liability company (successor in interest to DaySmart Blocker, Inc.) (the "Grantor").

WHEREAS, the Grantor, the Secured Party, and the Lenders are parties to that certain Credit Agreement dated as of September 16, 2016 (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "<u>Credit Agreement</u>") pursuant to which the Lenders agreed, among other things, to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of September 16, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks listed on <u>Exhibit A</u>, which are registered with the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of September 16, 2016 (the "First Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on certain of the Trademarks;

WHEREAS, the First Confirmatory Grant was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") against certain of the Trademarks on September 16, 2016, at Reel 5878, Frame 0369;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of October 22, 2018 (the "Second Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on certain of the Trademarks;

WHEREAS, the Second Confirmatory Grant was recorded with the USPTO against certain of the Trademarks on October 22, 2018, at Reel 6463, Frame 0034;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of December 28, 2018 (the "Third Confirmatory Grant") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on certain of the Trademarks;

WHEREAS, the Third Confirmatory Grant was recorded with the USPTO against certain of the Trademarks on January 8, 2019, at Reel 6519, Frame 0595; and

WHEREAS, with respect to the Trademarks, the Grantor has satisfied all of its obligations to the Secured Party and has requested that the Secured Party terminate and release all of its security interests in and liens on the Trademarks.

WHEREAS, pursuant to the Credit Agreement and the other Loan Documents, the Secured Party's security interests in and liens on the Trademarks listed on Exhibit A hereto are automatically released upon satisfaction in full of the Grantor's obligations under the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees that:

1. <u>Termination and Release of Security Interest</u>. The Secured Party hereby terminates, releases, and discharges all of its security interest in and liens on the Trademarks listed on <u>Exhibit A</u> hereto, and the Secured Party hereby reassigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to the Trademarks, effective as of the date set forth above. The Secured Party acknowledges that this Release may be filed along with any other necessary documentation with the USPTO or any other applicable governmental office to evidence the release granted herein at the sole expense of the Grantor. The Secured Party authorized the Grantor (or its authorized representatives, including its legal counsel) to record this Release with the USPTO and other applicable registry at the sole expense of the Grantor and agrees to provide the Grantor with any information and additional authorization necessary (including, but not limited to, the execution, acknowledgment, procurement and delivery of any further documents and other acts as may reasonably be requested by the Grantor) to fully effectuate the release of the security interest in the Trademarks.

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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

Name: Geoffrey Billingsley

Its: Vice President

Grantor's address:

DaySmart Software, LLC 3520 Green Ct., Suite 250 Ann Arbor, MI 48105 Attn: Jeffrey Blackman, CFO

Secured Party's address:

U.S. Bank National Association, as Administrative Agent 800 Nicollet Mall Minneapolis, MN 55402 Attn: Geoffrey Billingsley

$\frac{\text{RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST}}{\text{IN UNITED STATES TRADEMARKS}}$

Exhibit A

1. Trademarks in First Confirmatory Grant

	Trademark	Trademark Type	Application No. / Registration No.	Application Date / Registration Date	Status
1.	SALON IRIS	Standard Characters	77/809,032 3,770,951	08/20/2009 04/06/2010	Registered
2.	123PET	Standard characters	78/580,608 3,060,389	03/04/2005 02/21/2006	Registered
3.	(123 by 1/2/11/2/11/11	Stylized	78/594,395 3,057,875	03/24/2005 02/07/2006	Registered
4.	ORCHID MEDICAL SPA SOFTWARE	Standard characters	78/580,374 3,102,273	03/04/2005 06/06/2006	Registered
5.	ORCHID	Stylized	78/594,345 3,082,223	03/24/2005 04/18/2006	Registered
6.	CMJ DESIGNS, INC.	Standard characters	78/618,151 3,079,755	04/27/2005 04/11/2006	Registered
7.	INKBOOK SOFTWARE	Standard characters	85/179,709 3,993,132	11/18/2010 07/12/2011	Registered
8.	Ink 300%	Stylized	85/179,696 3,993,131	11/18/2010 07/12/2011	Registered
9.	ivo acces	Stylized	85/177,569 4,032,744	11/16/2010 09/27/2011	Registered
10.	cmj Designs	Stylized	85/177,823 3,993,068	11/16/2010 07/12/2011	Registered
11.	Salon iris	Stylized	85/179,672 3,985,403	11/18/2010 06/28/2011	Registered
12.	(2) Smart	Stylized	85/354,127 4,093,728	06/23/2011 01/31/2012	Registered

2. Trademarks in Second Confirmatory Grant

	Trademark	Trademark Type	Application No. / Registration No.	Application Date / Registration Date	Status
1.	DAYSMART	Standard characters	87/142,953 5,402,574	08/18/2016 02/13/2018	Registered
2.	1K	Stylized	87/751,184 5,508,652	01/11/2018 07/03/2018	Registered

3. Trademarks in Third Confirmatory Grant

RECORDED: 10/01/2019

	Trademark	Trademark Type	Application No. / Registration No.	Application Date / Registration Date	Status
1.	Š	Stylized	88/211,944	11/30/2018	Pending
2.	· * **	Stylized	88/211,948	11/30/2018	Pending
3.		Stylized	88/211,950	11/30/2018	Pending
4.	THEOR SOLVERS	Stylized	88/211,952	11/30/2018	Pending
5.	is.	Stylized	88/211,955	11/30/2018	Pending