

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549430

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		11/14/2019	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HUDSON HOME HEALTH CARE, INC.		
<b>Street Address:</b>	320 Premier Court, Suite 220		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3959904	HUDSON SEATING & MOBILITY PROVIDING TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	202.370.4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1152829		
<b>NAME OF SUBMITTER:</b>	Junney Kang		
<b>SIGNATURE:</b>	/Junney Kang/		
<b>DATE SIGNED:</b>	11/14/2019		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF A SECURITY  
INTEREST IN TRADEMARKS**

November 14, 2019

THIS TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of November 14, 2019, by ARES CAPITAL CORPORATION, in its capacity as Collateral Agent under the Credit Agreement (as defined below) (the “Collateral Agent”), in favor of HUDSON HOME HEALTH CARE, INC. (the “Pledgor”).

WHEREAS, the Pledgor and the Collateral Agent entered into that certain Credit Agreement dated as of October 3, 2016 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among, NSM SUB HOLDINGS CORP., as Borrower, NSM INTERMEDIATE HOLDINGS CORP., as Holdings, the Lenders and the L/C Issuers from time to time party thereto and the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Security Agreement dated as of October 3, 2016 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Pledgor executed and delivered that certain Trademark Security Agreement dated as of October 3, 2016, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 5889, Frame 0475, on October 3, 2016 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Pledgor (“Releasee”), mortgaged, pledged, hypothecated and granted to ARES CAPITAL CORPORATION, as the Collateral Agent for the benefit of the Secured Parties (“Releasor”), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter dated as of November 14, 2019, entered into by the Collateral Agent and the Borrower, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations and accordingly Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have

the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, cancels, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, (ii) re-assigns to the applicable Pledgor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to Pledgor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.


3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,  
as Administrative Agent


By:  \_\_\_\_\_

Name: MARK AFFOLTER  
AUTHORIZED SIGNATORY

Title: \_\_\_\_\_

**SCHEDULE A**

**Trademark Registrations and Applications:**

Mark	Application Date	Application Number	Registration Date	Reg. / App. No.	Territory	Owner
	July 23, 2010	85091383	May 10, 2011	3959904	US	Hudson Home Health Care, Inc. d/b/a Hudson Seating & Mobility