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11/18/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM549844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBVA USA (f/k/a Compass Bank), as Administrative Agent		11/15/2019	Banking Corporation: ALABAMA

RECEIVING PARTY DATA

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Name:	Planet Equity Group, LLC	
Street Address:	800 Hillgrove Avenue	
Internal Address:	Suite 200	
City:	Western Springs	
State/Country:	ILLINOIS	
Postal Code:	60558	
Entity Type:	LLC : ILLINOIS	
Name:	Planet Forward, LLC	
Street Address:	800 Hillgrove Avenue	
Internal Address:	Suite 200	
City:	Western Springs	
State/Country:	ILLINOIS	
Postal Code:	60558	
Entity Type:	Limited Liability Company: ILLINOIS	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4781422	PFES
Registration Number:	5057288	PLANET HEALTHCARE
Registration Number:	5030323	PLANET INTERACTIVE
Registration Number:	4249657	PLANET PHARMA
Registration Number:	5495617	TREXIMO
Registration Number:	3575505	PLANET FORWARD

CORRESPONDENCE DATA

Fax Number:

2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	054765
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/18/2019

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made as of November 15, 2019, by **BBVA USA**, an Alabama banking corporation formerly known as Compass Bank, in its capacity as Administrative Agent and Collateral Agent under (and as defined in) the Security Agreement referred to below (the "Administrative Agent") for the benefit of **PLANET EQUITY GROUP, LLC**, an Illinois limited liability company, and **PLANET FORWARD, LLC**, an Illinois limited liability company (the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) as applicable.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the Grantors and the Administrative Agent are parties to that certain (i) Security Agreement, dated as of January 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and (ii) Trademark Security Agreement, dated as of January 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined in the Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 12, 2018 at Reel 6248 and Frame 0798; and

WHEREAS, Grantors have requested that the Administrative Agent release, and the Administrative Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on <u>Schedule I</u> hereto.

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

1. The Administrative Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the Trademark Collateral and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in the Trademark Collateral to the Grantors.

- 2. The Administrative Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.
- 3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be executed and delivered as of the date first written above.

BBVA USA, as Administrative Agent

Name: Kenneth Moore

Title: Executive Vice President

SCHEDULE I

Trademark Registrations

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
	Filing Date 12/2/2014 Reg. Date 7/28/2015	Serial No. 86/469,417 Reg. No. 4,781,422	Registered	Planet Equity Group, LLC
PEANET	Filing Date 7/24/2015 Reg. Date 10/11/2016	Serial No. 86/703,579 Reg. No. 5,057,288	Registered	Planet Equity Group, LLC
planet interactive	Filing Date 10/22/2015 Reg. Date 8/30/2016	Serial No. 86/796,267 Reg. No. 5,030,323	Registered	Planet Equity Group, LLC
PLANET PHARMA	Filing Date 4/2/2012 Reg. Date 11/27/2012	Serial No. 85/586,257 Reg. No. 4,249,657	Registered	Planet Equity Group, LLC
TREXIMO	Filing Date 6/21/2017 Reg. Date 6/19/2018	Serial No. 87/499,242 Reg. No. 5,495,617	Registered	Planet Equity Group, LLC
PLANET	Filing Date 6/16/2008 Reg. Date 2/17/2009	Serial No. 77/500,342 Reg. No. 3,575,505	Registered	Planet Forward, LLC

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RECORDED: 11/18/2019