

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRE LANE PARTNERS MASTER CREDIT FUND II, L.P. (successor Agent to the Governor and Company of the Bank of Ireland)		01/03/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	REACHOUT HEALTHCARE AMERICA LTD.		
Street Address:	33533 W Twelve Mile Rd., Suite 150		
City:	Farmington Hills		
State/Country:	MICHIGAN		
Postal Code:	48331		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5188543	SMILE AMERICA PARTNERS	
Registration Number:	5188544	SMILE AMERICA PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Philip Kaminski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	71182-002		
NAME OF SUBMITTER:	Philip Kaminski		
SIGNATURE:	/Philip Kaminski/		
DATE SIGNED:	01/03/2020		
Total Attachments: 4			

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 3, 2020 (the “Release”), is made by CENTRE LANE PARTNERS MASTER CREDIT FUND II, L.P., as Collateral Agent (in such capacity, as successor Agent to the Governor and Company of the Bank of Ireland, the “Agent”), under that certain Intellectual Property Security Agreement, made as of December 28, 2010, by REACHOUT HEALTHCARE AMERICA LTD. (the “Grantor”), in favor of the Agent (as supplemented by the Supplement to Intellectual Property Security Agreement, dated as of May 11, 2018, and as may be further amended, supplemented or modified and in effect from time to time, the “IP Security Agreement”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of December 28, 2010 (the “Security Agreement”), the Grantor and REACHOUT HEALTHCARE HOLDINGS INC. (“Holdings”) granted to the Agent a security interest in, among other property, certain intellectual property of the Grantor and Holdings, including the Collateral (as defined below);

WHEREAS, pursuant to that IP Security Agreement, Grantor, by reference to the Security Agreement, reaffirmed their intent to grant a security interest in the Collateral;

WHEREAS, an executed copy of the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 5, 2011 at Reel 4447, Frame 0088; and an executed copy of the Supplement to the IP Security Agreement was recorded with the United States Patent and Trademark Office on May 11, 2018 at Reel 6329, Frame 0671; and

WHEREAS, the Agent has agreed to terminate and release the entirety of its security interests, including, without limitation, its security interests in the “Collateral” (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the terms and conditions set forth in the Security Agreement, the receipt and adequacy of which are hereby acknowledged, the Agent hereby agrees as follows:

1. **Definitions.** The term “Collateral,” as used herein, shall mean all of the Grantor’s (i) United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, all registrations and applications to register any of the foregoing including, but not limited to: (A) the U.S. trademark registrations and applications identified on Schedule I attached hereto, (B) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (C) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (D) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (E) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and

the world (“Trademarks”) and (ii) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of (A) any right to use any Trademark, (B) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (C) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (D) all other rights of any kind whatsoever thereto, and (E) any and all proceeds of the foregoing. Unless otherwise defined herein, capitalized terms defined in the IP Security Agreement and the Security Agreement and used herein have the meaning given to them in the IP Security Agreement and the Security Agreement.

2. Release. The Agent hereby releases, discharges, terminates and cancels its security interest under the IP Security Agreement, including, without limitation, its security interest in the Collateral, and any right, title, or interest of the Agent in such Collateral shall hereby cease and become void.

3. Termination. The Agent, on behalf of itself and the Secured Parties, terminates and cancels the IP Security Agreement.

4. Further Assurances. The Agent agrees to take (and hereby authorizes the Grantor (and its respective designees and counsel) to take) all further actions, and provide to the Grantor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments provided to it), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, necessary to more fully and effectively effectuate the purposes of this Release.

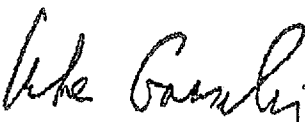
5. Authorization to File. The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

6. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

**CENTRE LANE PARTNERS MASTER
CREDIT FUND II, L.P.**

By: 
Name: Luke Gosselin
Its: Duly Authorized Signatory

TRADEMARKSSchedule I

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner
Smile America Partners	United States	5188543 18-APRIL-2017	87159820 2-SEPTEMBER-2016	Reachout Healthcare America Ltd.
Smile America Partners	United States	5188544 18-APRIL-2017	87159832 2-SEPTEMBER-2016	Reachout Healthcare America Ltd.

TRADEMARK**REEL: 006830 FRAME: 0663****RECORDED: 01/03/2020**