

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		01/06/2020	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SelectMark, Inc.		
Street Address:	103 Foulk Road, First Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3679339	SPNET	
Registration Number:	3701149	SPNET CLINICAL SOLUTIONS FOR WORKERS' CO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	01/07/2020		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): JPMorgan Chase Bank, N.A. <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>SelectMark, Inc.</u> Street Address: <u>103 Foulk Road, First Floor</u> City: <u>Wilmington</u> State: <u>DE</u> Country: <u>USA</u> Zip: <u>19803</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>USA-DE</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>January 6, 2020</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Partial Release of Security Interest</u>		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) Text <u>See Schedule I</u> B. Trademark Registration No.(s) <u>See Schedule I</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Elaine Carrera, Senior Paralegal</u> Internal Address: _____ Street Address: <u>c/o Cahill Gordon & Reindel LLP</u> <u>80 Pine Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u> Phone Number: <u>(212) 701-3365</u> Docket Number: _____ Email Address: <u>ecarrera@cahill.com</u>	6. Total number of applications and registrations involved: <table border="1"><tr><td>2</td></tr></table>	2	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	8. Payment Information: Deposit Account Number _____ Authorized User Name _____
2				

9. Signature: <u>Elaine Carrera</u> Signature Elaine Carrera Name of Person Signing	<u>January 6, 2020</u> Date	Total number of pages including cover sheet, attachments, and document: <table border="1"><tr><td>6</td></tr></table>	6
6			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 6, 2020 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement, dated as of March 6, 2017, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Collateral Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 6, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 9, 2017 at Reel/Frame 6013/0368;

WHEREAS, in reliance of certain representations and warranties concerning the transactions referenced in that certain Officer’s Certificate, dated January 6, 2020 (the “Officer’s Certificate”), made by Select Medical Corporation, a Delaware corporation (the “Company”) relating to the Released Trademarks (as defined below), the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in such Released Trademarks;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to (collectively, the “Released Trademarks”):

- (a) the trademark registrations and applications set forth Schedule I attached hereto;
- (b) all goodwill associated with or symbolized by the foregoing;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the foregoing, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (d) all proceeds, income, royalties and other payments now or hereafter due and payable to the Grantor with respect to the foregoing, other than proceeds from the sale of the Released Trademarks from the transactions referenced in the Officer’s Certificate.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademarks under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Collateral Agreement or the Trademark Security Agreement (the “Retained Collateral”). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Collateral Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JPMORGAN CHASE BANK, N.A., acting in
its capacity as collateral agent for the Lenders**

By: 
Name: Dawn Lee Lum
Title: Executive Director

[Signature Page to Release of Security Interest in Trademarks]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JPMORGAN CHASE BANK, N.A., acting in
its capacity as collateral agent for the Lenders**


By: _____

Name:

Title:

GRANTORS:

SELECTMARK, INC.,

By:  _____


Name: *Scott A. Rarberg*

Title: *President*

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 006832 FRAME: 0242**

SCHEDULE I

TRADEMARK	REG#/SERIAL #	I/C	OWNER	REGDATE/FILEDATE	STATUS
SELECT PROVIDER NETWORKS	Com. Of PA Reg. 6708531	35	SelectMark, Inc.	04/26/2018 04/26/2018	Registered. Renewal due 4-26-2023 7659.0236
SPNET	3679339 77675080	35	SelectMark, Inc.	09/8/2009 02/20/2009	Registered. Renewal due 09-08-2029 7659.00225
	3701149 77675062	35	SelectMark, Inc.	10/27/2009 02/20/2009	Registered. Renewal due 10-27-2029 7659.00276 [SPNET]