

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUGGENHEIM CREDIT SERVICES, LLC, AS ADMINISTRATIVE AGENT		01/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MedAvante-Prophase, Inc.		
Street Address:	212 Carnegie Center, Suite 301		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4056624	PROPHASE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	32155 / 003		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	01/09/2020		
Total Attachments: 3			
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source=MedAvante Release of 2L Jan. 6, 2017 Trademark Security Agreement#page2.tif			

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of January 8, 2020 (this “Release”), is made by GUGGENHEIM CREDIT SERVICES, LLC, a Delaware limited liability company, acting in its capacity as agent (in such capacity, the “Administrative Agent”) under that certain Trademark Security Agreement, dated as of January 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between MEDAVANTE-PROPHASE, INC. (as successor by merger to PROPHASE, LLC) (the “Grantor”) and the Administrative Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on January 11, 2017 at reel 5962, frame 0825, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a Security Interest in and to, all of Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those Trademarks set forth on the attached Schedule I;

WHEREAS, the Secured Obligations secured by the Trademark Collateral have been repaid; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of January 8, 2020, by and among the Grantor, the other signatories party thereto and the Administrative Agent, the Grantor has requested that the Administrative Agent, and the Administrative Agent has agreed to, (a) release any and all Security Interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, for itself and for the benefit of the Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Security Interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Security Interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the Security Interest granted to the Administrative Agent in the Trademark Collateral. The Administrative Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Administrative Agent’s security interests in the Trademark Collateral.


THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ADMINISTRATIVE AGENT:

GUGGENHEIM CREDIT SERVICES, LLC,

By: 
Name: **Kevin Robinson**
Title: **Attorney-in-Fact**

SCHEDULE I

TRADEMARKS:

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ProPhase, LLC	U.S.	proPhase	Reg. No. 4056624	Service Mark Registration Date: 11/15/2011