

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM561100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC, as Agent		02/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hospice Care of the West, LLC		
Street Address:	4801 LANG AVENUE NE		
Internal Address:	SUITE 100		
City:	ALBUQUERQUE		
State/Country:	NEW MEXICO		
Postal Code:	87109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3001319	HOSPICE CARE OF THE WEST	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	41879-6		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	02/07/2020		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of February 4, 2020 is made by Healthcare Financial Solutions, LLC, as administrative agent together with its successors and assigns (the “**Assignor**”) in favor of Hospice Care of the West, LLC (collectively, the “**Assignee**”).

W I T N E S S E T H:

WHEREAS, the Assignee and General Electric Capital Corporation, among other parties, were parties to one or more intellectual property security agreements, including that Trademark Security Agreement, dated as of February 2, 2015 (the “**Trademark Security Agreement**”);

WHEREAS, the Assignee and Genesis Healthcare Inc. are parties to that Second Amended and Restated Security, Guarantee and Collateral Agreement, dated February 2, 2015, in favor of General Electric Capital Corporation (the “**Guarantee and Collateral Agreement**”);

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement between General Electric Capital Corporation assigned to Assignor all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement;

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in all of the following property then owned or at any time thereafter acquired or created by Assignee or in which the Assignee then or at any time in the future thereafter acquired any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all rights, title and interests in or to all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations and applications for registrations in respect of the foregoing referred to in Schedule 4(b) of the Security, Guarantee and Collateral Agreement (including any amendments, joinders or supplements thereto) and Schedule A hereto, and all goodwill of the business connected with the use of or symbolized by any of the foregoing and (ii) the right to obtain all renewals thereof (collectively, the “**Trademarks**”), including, without limitation, each Trademark listed on Schedule A hereto;

(b) All written agreements naming any Assignee as licensor or licensee (including, without limitation, those listed on Schedule 4(b) of the Security, Guarantee and Collateral Agreement (including any amendments, joinders or supplements thereto)) providing for the grant by or to any Assignee of any right under and Trademark, including, without limitation, the grant of rights to use any Trademark; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any of the foregoing and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2015 at Reel 5452, Frame 0145; and

WHEREAS, the Assignee desire that the Assignor terminate and release its lien on and security interest in and to all right, title and interests in, to and under all of the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement.

SECTION 2. Termination and Release. The Assignor hereby terminates, releases and discharges fully its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

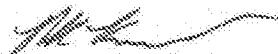
SECTION 3. Recordation. The Assignor hereby authorizes the Assign, or the Assignee's authorized representative, to record this Partial Release with the United States Patent and Trademark Office.

SECTION 4. Further Assurances. The Assignor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or its respective agents or designees) reasonably request, at the Assignee's sole cost and expense, in order to confirm this Partial Release and the Assignee's right, title and interest in the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Release to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

HEALTHCARE FINANCIAL
SOLUTIONS, LLC, as Assignor

By:  _____

Name:

Mark Klaassens
Duly Authorized Signatory

Title:

SCHEDULE A

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Hospice Care of the West, LLC	HOSPICE CARE OF THE WEST & Design	3001319	27-Sep-2005