

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607724

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FirstBank		10/23/2020	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Theraplex Company, LLC		
<b>Street Address:</b>	6410 Poplar Avenue, Suite 375		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38119		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78335167	THERAPLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	6152422400		
<b>Email:</b>	smd@iplawgroup.com		
<b>Correspondent Name:</b>	Scott M. Douglass		
<b>Address Line 1:</b>	1600 Division Street, Suite 500		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203		
<b>ATTORNEY DOCKET NUMBER:</b>	20531-017863		
<b>NAME OF SUBMITTER:</b>	Scott M. Douglass		
<b>SIGNATURE:</b>	/Scott M. Douglass/		
<b>DATE SIGNED:</b>	11/09/2020		
<b>Total Attachments: 4</b>			
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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“Release”) is made and effective as of October 23, 2020 and granted by FIRSTBANK (the “Collateral Agent”), a Tennessee bank corporation, as collateral agent for the secured parties under the Loan Agreement referred to below (the “Secured Parties”), in favor of The Theraplex Company, LLC, a Tennessee limited liability company the “Grantor”) and its successors, assigns, and legal representatives.

WHEREAS, pursuant to that certain Loan Agreement dated as of April 18, 2005 (the “Loan Agreement”) between the Grantor and the Collateral Agent, the Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement by and between the Grantor and the Collateral Agent dated as of April 18, 2005 (the “Trademark Security Agreement” and, together with the Loan Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003181, Frame 0249 on June 10, 2005; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantor of any and all right, title, and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives, and assigns, hereby terminates the Trademark Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have, in, to and under the following (collectively, the “Trademark Collateral”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“Trademarks”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks, including the agreements set forth in any Schedule attached hereto;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

FIRSTBANK  
as Collateral Agent

By: Carol Seamans  
Name: Carol Seamans  
Title: Relationship Manager  
Address for Notices: FirstBank

Collateral Management  
15305 Hwy 22 North  
Lexington, TN 38351

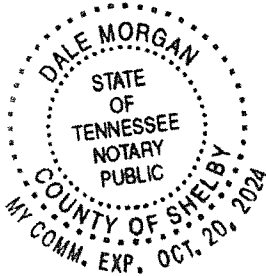
**ACKNOWLEDGMENT**

STATE OF TENNESSEE                   )  
  )  
COUNTY OF SHELBY                    )

On the 9th day of November, 2020, before me personally appeared Carol Seamans, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the R.M. of First Bank, and acknowledged the instrument to be the free act and deed of First Bank for the uses and purposes mentioned in the instrument.

Dale Morgan  
Notary                    Public  
Printed Name:

My Commission Expires:



**SCHEDULE 1**  
**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>[Record Owner]</b>
THERAPLEX	U.S.	2979635	Jul. 26, 2005	The Theraplex Company, LLC

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>[Record Owner]</b>
THERAPLEX	U.S.	78335167	Dec. 02, 2003	The Theraplex Company, LLC