

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612429

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900581978		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maya Industries, LLC		03/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Salucro Healthcare Solutions, LLC		
Street Address:	2701 East Camelback Road		
Internal Address:	BLDG 5, Suite 150		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85528994	SALUCRO	
Serial Number:	86321326	GET PAID. MORE.	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602 382 6000		
Email:	ipdocket@swlaw.com, amckay@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	One Arizona Center		
Address Line 2:	400 E. Van Buren Street, Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	57964.00200		
NAME OF SUBMITTER:	Howard I. Sobelman		
SIGNATURE:	/Howard I. Sobelman/		
DATE SIGNED:	12/04/2020		
Total Attachments: 3			

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TERMINATION AGREEMENT

This TERMINATION AGREEMENT (the “Agreement”), dated as of March 15, 2017 (the “Effective Date”), is made and entered into by and between (i) Salucro Healthcare Solutions, LLC, a Delaware limited liability Company (together with its successors and assigns, “Salucro”), (ii) Salucro IT, LLC, a Nevada limited liability company (together with its successors and assigns, “Salucro IT”), (iii) each of the holders of the Notes (as defined below) (together with their respective successors and assigns as holders of Notes from time to time, the “Noteholders”), and (iv) Maya Industries, LLC, a Delaware limited liability company (together with its successors and assigns, “Maya”). Salucro and Salucro IT may be referred to herein as “Grantors.”

RECITALS

WHEREAS, the Grantors are party to that certain Security Agreement (together with all exhibits and schedules hereto, as amended, supplemented or otherwise modified from time to time) dated as of March 14, 2016 (the “Security Agreement”), pursuant to which the Grantors granted a security interest in the Collateral (as defined in the Security Agreement), performed other obligations, and provided other assurances in exchange for loans made to Salucro by the Noteholders under one or more Senior Secured Revolving Convertible Promissory Notes (“Notes”);

WHEREAS, Maya and the Noteholders are party to that certain Collateral Agency Agreement (as amended, restated, supplemented or otherwise modified from time to time) made as of March 14, 2016 (the “Collateral Agency Agreement”), as acknowledged and consented to by the Grantors, pursuant to which Maya acts as the Collateral Agent for and on behalf of all of the Noteholders regarding the Collateral;

WHEREAS, pursuant to certain Note Conversion and Unit Issuance Agreements, of even date herewith, entered into by Salucro and each of the Noteholders (“Conversion Agreements”), each of the Noteholders has elected to convert the entire Loan Balance (as defined in the applicable Note) of its respective Note into Investor Units (as defined in the applicable Conversion Agreement), and Salucro has issued the applicable Investor Units to each Noteholder, in each case effective as of the Closing (as defined in the applicable Conversion Agreement);

WHEREAS, effective as of the occurrence of the Closing under each Conversion Agreement (the “Effective Time”), the Secured Obligations (as defined in the Security Agreement) shall have been completed in full and there will be no further obligations outstanding under the Security Agreement, the Collateral Agency Agreement, or the Notes (except as expressly set forth herein);

WHEREAS, the parties hereto have mutually agreed to terminate the Security Agreement and the Collateral Agency Agreement, in each case pursuant to the terms thereof and this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows (all capitalized terms not defined herein will have the meanings specified in the Security Agreement or, if not set forth in the Security Agreement, then in the Collateral Agency Agreement):

1. Termination of Security Agreement and Collateral Agency Agreement.

a. Upon the occurrence of the Effective Time, the parties acknowledge and agree that the full, complete, indefeasible and final payment and performance of the Secured Obligations pursuant to Section 12(f) of the Security Agreement shall have occurred. Therefore, the parties hereby agree to terminate (a) the Security Agreement and (b) the Collateral Agency Agreement,

with such termination each effective as of the Effective Time (the date on which the Effective Time occurs, the "Termination Date").

b. Except as provided in Section 2, no party will have any further obligations under the Security Agreement or the Collateral Agency Agreement as of the Termination Date.

2. Effect of Termination. Effective as of the Termination Date, no party nor their respective affiliates, directors, officers, employees, agents or other representatives will have any liability or obligation to any other party arising out of the Security Agreement or the Collateral Agency Agreement, except that the provisions of, and any liability or obligation contemplated under, Sections 5(c), 11 and 12(f) of the Security Agreement and Section 11 of the Collateral Agency Agreement, in each case will continue in full force and effect in accordance with the terms of the Security Agreement and the Collateral Agency Agreement, respectively.

3. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any party.

4. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

5. Governing Law; Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

6. Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

7. Fees and Expenses. Salucro shall pay upon demand by Maya all of Maya's expenses incurred in connection with the transactions contemplated by this Agreement, including the reasonable legal fees and expenses of Maya's counsel.

8. Entire Agreement; Assignment. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

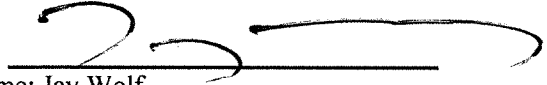
[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be duly executed as of the date first set forth.


MAYA:

MAYA INDUSTRIES, LLC


By: Juniper Capital Partners, LLC
Its: Manager

By: 
Name: Jay Wolf
Title: Managing Member

SALUCRO:
SALUCRO HEALTHCARE SOLUTIONS, LLC

DocuSigned by:
By: 
Name: Marc Rubenstein
Title: Chief Operating Officer

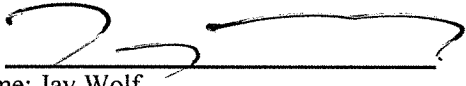
SALUCRO IT:
SALUCRO IT, LLC

DocuSigned by:
By: 
Name: Marc Rubenstein
Title: Member

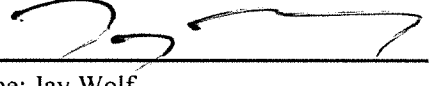
NOTEHOLDERS:


MAYA INDUSTRIES, LLC

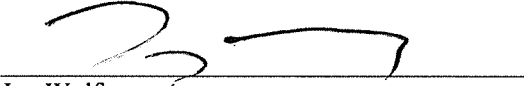
By: Juniper Capital Partners, LLC
Its: Manager

By: 
Name: Jay Wolf
Title: Managing Member

JCP SALUCRO, LLC

By: 
Name: Jay Wolf
Title: Managing Member

DocuSigned by:

Name: Marc Rubenstein


Name: Jay Wolf


Name: Daniel Kim