

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		12/16/2020	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Smart Holdings Corp.		
Street Address:	925 North Point Parkway		
Internal Address:	Suite 350		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5392323	CIOX	
Registration Number:	5392337	CIOX HEALTH	
Registration Number:	5392347	CIOX HEALTH	
Registration Number:	5392348	CIOX HEALTH	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	217730/2659		
NAME OF SUBMITTER:	Kendall Ickes		
SIGNATURE:	/kendall ickes/		
DATE SIGNED:	12/17/2020		

CH \$115.00 5392323

Total Attachments: 4

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Release of Security Interest in Trademark Rights

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Release**”) is made and entered into as of December 16, 2020, by Credit Suisse AG, Cayman Islands Branch, a Switzerland bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Agent**”) in favor of Smart Holdings Corp., a Delaware corporation located at 925 North Point Parkway, Suite 350, Alpharetta, Georgia 30005 (the “**Grantor**”).

WHEREAS, Heracles Acquisition, Inc., a Delaware corporation, as Parent, CT Technologies Intermediate Holdings (Topco), Inc., a Delaware corporation, as Holdings, each Borrower and certain Subsidiaries of the Borrowers entered into that certain Security Agreement, dated as of December 1, 2014 (as supplemented by the Security Agreement Supplement, dated as of April 25, 2017 by the Additional Grantors party thereto, including the Grantor, in favor of the Agent, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of Agent for the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of April 12, 2018, in favor of the Agent (the “**Trademark Security Agreement**”) and recorded with the United States Patent and Trademark Office on April 17, 2018 at Reel/Frame 6355/0457;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to Agent, as security for the payment and performance in full of the Secured Obligations of the Grantor, a security interest in all right, title or interest in or to any and all of the Trademark Collateral (as such term is defined in the Trademark Security Agreement) then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future acquired any right, title or interest; and

WHEREAS, the Secured Obligations have been paid in full, and as a result, the Agent has agreed to terminate and release all security interests held by the Agent as security for the Secured Obligations under the Security Agreement and Trademark Security Agreement.

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

Section 1. Defined Terms. Capitalized terms used in this Release and not otherwise defined herein shall have the meanings specified in the Security Agreement or Trademark Security Agreement, as applicable.

Section 2. Release of Security Interest. The Agent hereby terminates, releases and fully discharges any and all security interest it has under the Security Agreement and Trademark Security Agreement in any right, title and interest in, to or under the Trademark Collateral, including, without limitation, the registrations and applications set forth on Schedule I hereto.

Section 3. Recordation of Release. The Agent hereby authorizes and requests that the United States Patent and Trademark Office record this Release.

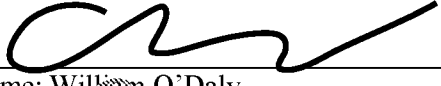
Section 4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

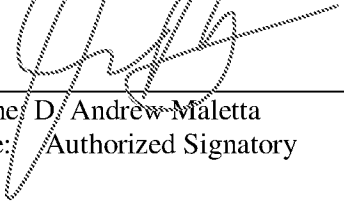
Section 5. Execution. Delivery of an executed signature page to this Release by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed signature page to this Release. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The term “**Electronic Signature**” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity with the intent to sign, authenticate or accept such contract or record.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Agent**



By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

Schedule I

Trademark Collateral

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No./Filing Date</u>	<u>Reg. No./Reg. Date</u>
Smart Holdings Corp.	CIOX	Registered	86/841,291 12/7/2015	5,392,323 1/30/2018
Smart Holdings Corp.	CIOX HEALTH	Registered	86/860,134 12/29/2015	5,392,337 1/30/2018
Smart Holdings Corp.		Registered	86/883,674 1/22/2016	5,392,347 1/30/2018
Smart Holdings Corp.		Registered	86/883,680 1/22/2016	5,392,348 1/30/2018