

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615032

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		
Name:	Ciox Health, LLC (successor by assignment to MedSave USA, LLC f/k/a MedSave USA, Inc.)		
Street Address:	925 North Point Parkway		
Internal Address:	Suite 350		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5297202	CIOX HEALTH	
Registration Number:	5297201	CIOX	
Registration Number:	5280493	ARROCARE	
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		

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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

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 and Ciox Health, LLC (successor by assignment to MedSave USA, LLC f/k/a MedSave USA, Inc.), a Georgia limited liability company located at 925 North Point Parkway, Suite 350, Alpharetta, Georgia 30005.

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 Smart Holdings Corp. and MedSave USA, Inc., 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, Smart Holdings Corp. and MedSave USA, Inc. entered into that certain Trademark Security Agreement, dated as of November 27, 2017, in favor of the Agent (the “**Trademark Security Agreement**”) and recorded with the United States Patent and Trademark Office on November 27, 2017 at Reel/Frame 6213/0533;

WHEREAS, pursuant to the Trademark Security Agreement, each of Smart Holdings Corp. and MedSave USA, Inc. pledged and granted to Agent, as security for the payment and performance in full of the Secured Obligations of such entity, 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 such entity or in which such entity 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.

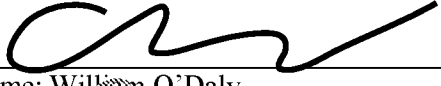
Section 4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

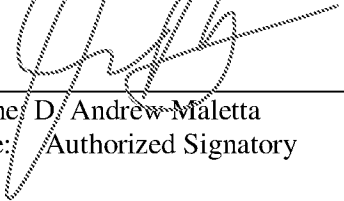
Section 5. Execution. Delivery of an executed signature page to this Release by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed signature page to this Release. The words "execution," "signed," "signature," "delivery," and words of like import in or relating 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 HEALTH	Registered	86/883,454 1/22/2016	5,297,202 9/26/2017
Smart Holdings Corp.	CIOX	Registered	86/883,444 1/22/2016	5,297,201 9/26/2017
MedSave USA, Inc.	ArroCare	Registered	87/324,082 2/3/2017	5,280,493 9/5/2017