#### 900596511 02/11/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM625840

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 5613/0028
RESUBMIT DOCUMENT ID:	900586638

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FREEPORT FINANCIAL PARTNERS LLC, AS AGENT		12/17/2020	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	IDAHO REHABILITATION PARTNERS, LLC	
Street Address:	2035 Corte Del Nogal	
Internal Address:	Suite 200	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92011	
Entity Type:	Limited Liability Company: IDAHO	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3158424	REHABAUTHORITY

#### CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700 Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	39300-203	
NAME OF SUBMITTER:	Maria Banda	
SIGNATURE:	/Maria Banda/	
DATE SIGNED:	02/11/2021	

**Total Attachments: 3** 

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Release</u>") is made as of December 17, 2020, by FREEPORT FINANCIAL PARTNERS LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Secured Parties, in favor of IDAHO REHABILITATION PARTNERS, LLC, an Idaho limited liability company (the "<u>Grantor</u>").

WHEREAS, the Grantor executed and delivered to Agent that certain Trademark Security Agreement, dated as of September 1, 2015 (as amended, supplemented or otherwise modified to date, the "Trademark Security Agreement"; capitalized terms used herein without definition have the meanings assigned to them in the Trademark Security Agreement);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, mortgaged, pledged and hypothecated to Agent, for the benefit of the Secured Parties, and granted to Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the Trademark Collateral.

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 1, 2015 at Reel/Frame 5613/0028;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Agent hereby terminates, relinquishes, cancels, discharges and releases in its entirety its Lien upon all of the Grantor's right, title, and interest in, to and under the Trademark Collateral, and reassigns to such Grantor any and all such right, title and interest in, to and under the Trademark Collateral, free and clear of such Lien.
- 2. To the extent Agent retains any such Lien, Agent hereby assigns, transfers and conveys to Grantor, all of Agent's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Agent is made without any representation or warranty (express or implied) by Agent, except that Agent has not transferred or conveyed any interest therein.
- 3. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt by telecopy or electronic mail of any executed signature page to this Release shall constitute effective delivery of such signature page.
- 4. Agent authorizes the Commissioner for Patents and Trademarks and any other applicable government officer to record this Release.
- 5. THIS RELEASE SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

**IN WITNESS WHEREOF,** the Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

FREEPORT FINANCIAL PARTNERS LLC, as

Agent

By:\_\_\_\_\_

Name: Stephen Papalas Title: Managing Director

## SCHEDULE A

## TRADEMARK REGISTRATIONS AND APPLICATIONS

## 1. REGISTERED TRADEMARKS

Grantor	Mark	Registration No.	Registration Date
Idaho Rehabilitation	REHABAUTHORITY	3158424	10/17/2006
Partners, LLC			

# 2. TRADEMARK APPLICATIONS

None

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**RECORDED: 12/18/2020**