

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626243

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 5751/0168

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gemino Healthcare Finance, LLC		02/12/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Soleo Health Holdings, Inc.
Street Address:	2801 Network Boulevard
Internal Address:	Suite 505
City:	Frisco
State/Country:	TEXAS
Postal Code:	75034
Entity Type:	Corporation: DELAWARE
Name:	Biomed Healthcare, Inc.
Street Address:	2801 Network Boulevard
Internal Address:	Suite 505
City:	Frisco
State/Country:	TEXAS
Postal Code:	75034
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4645289	SOLEO HEALTH
Registration Number:	4648210	SOLEO HEALTH
Serial Number:	86831956	SOLEO CONNECT

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

CH \$90.00 4645289

Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 36052-277-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 02/13/2021

Total Attachments: 5

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of February 12, 2021, and made by **GEMINO HEALTHCARE FINANCE, LLC**, in its capacity as Lender under the below-defined Trademark Security Agreements ("Grantee") with **SOLEO HEALTH HOLDINGS, INC.**, a Delaware corporation ("Soleo Health Holdings") and **BIOMED HEALTHCARE, INC.**, a Delaware corporation (together with Soleo Health Holdings, the "Grantors", and each a "Grantor").

WHEREAS, pursuant to that certain (i) Credit Agreement, dated as of March 14, 2016 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among the Grantors, certain of Grantor's affiliates, the lenders from time to time party thereto and Grantee, (ii) Trademark Security Agreement, dated as of March 14, 2016, made by the Grantors in favor of Grantee (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Initial Trademark Security Agreement") and (iii) Trademark Security Agreement, dated as of September 16, 2020, made by Soleo Health Holdings in favor of Grantee (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Supplemental Trademark Security Agreement", and together with the Initial Trademark Security Agreement, the "Trademark Security Agreement"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreements);

WHEREAS, (i) the Initial Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on March 15, 2016, at Reel and Frame 5751/0168 and (ii) the Supplemental Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on September 18, 2020, 2020, at Reel and Frame 7056/0088; and

WHEREAS, Grantee now desires to terminate and release the Credit Agreement and the Trademark Security Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall have the meaning set forth in the Trademark Security Agreements and shall mean and include all of the Grantor's right, title and interest in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. Grantee hereby terminates the Credit Agreement and the Trademark Security Agreements and terminates, releases and discharges its security interest in the Trademark Collateral and reassigns to Grantor all right, title and interest it may have in, to, and under the Trademark Collateral, together with the goodwill of the business symbolized thereby.

3. The Grantee agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Grantee's security interests in the Trademark Collateral. Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Termination.





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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

GEMINO HEALTHCARE FINANCE, LLC,
as Grantee

By: 
Name: Stacy L. Allen
Title: Executive Vice President

SCHEDULE A
TRADEMARKS

<u>Name of Entity</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Biomed Healthcare, Inc.		4645289	11/25/2014
Biomed Healthcare, Inc.	SOLEO HEALTH	4648210	12/2/2014
Soleo Health Holdings, Inc.		86/826,514	11/19/15 (filed)
Soleo Health Holdings, Inc.		86/826,508	11/19/15 (filed)
Soleo Health Holdings, Inc.		86/826,502	11/19/15 (filed)
Soleo Health Holdings, Inc.		86/831,956	11/25/15 (filed)
Soleo Health Holdings, Inc.	 Innovators in Parenteral Nutrition	5610368	11/20/18
Soleo Health Holdings, Inc.	NutriSole®	5610367	11/20/18
Soleo Health Holdings, Inc.	SoleoRx®	5909193	11/12/19
Soleo Health Holdings, Inc.	Soleo Direct™	Application #87/906,338	Filed 5/3/18 – waiting on final registration
Soleo Health Holdings, Inc.	Soleo Care Transitions®	6024722	3/31/20
Soleo Health Holdings, Inc.	 Patient Access Simplified	Application #88/962,794	Filed 6/6/18 – waiting on final registration

Soleo Health Holdings, Inc.	CenterSource™	6142394	9/1/20
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