

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Securities

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FMP Agency Services, LLC		02/12/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4645289	SOLEO HEALTH
Registration Number:	4648210	SOLEO HEALTH
Serial Number:	86831956	SOLEO CONNECT
Registration Number:	5317670	SOLEOMETRICS EVIDENCE BASED CARE
Registration Number:	5317669	SOLEO METRICS
Registration Number:	5475950	SOLEMETRICS
Registration Number:	5131363	SOLEO CONNECT
Registration Number:	5610368	NUTRISOLE
Registration Number:	5610367	NUTRISOLE
Registration Number:	5909193	SOLEORX
Serial Number:	87906338	SOLEO DIRECT
Registration Number:	6024722	SOLEO CARE TRANSITIONS
Serial Number:	88962794	CENTERSOURCE PATIENT ACCESS SIMPLIFIED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6142394	CENTERSOURCE
CORRESPONDENCE DATA		
Fax Number:	8009144240	
	<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:	800-713-0755	
Email:	james.murray@wolterskluwer.com	
Correspondent Name:	CT Corporation	
Address Line 1:	4400 Easton Commons Way	
Address Line 2:	Suite 125	
Address Line 4:	Columbus, OHIO 43219	
NAME OF SUBMITTER:	Doris Ka	
SIGNATURE:	/Doris Ka/	
DATE SIGNED:	02/16/2021	
Total Attachments: 6		
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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 **FMP AGENCY SERVICES, LLC**, in its capacity as Agent under the below-defined Security Agreement ("Grantee") with **SOLEO HEALTH HOLDINGS, INC.**, a Delaware corporation ("Soleo Health Holdings") and **BIOMED HEALTHCARE, INC.**, a Delaware corporation ("Biomed"), together with Soleo Health Holdings, the "Grantors", and each a "Grantor".

WHEREAS, pursuant to that certain (i) Pledge and Security Agreement, dated as of June 24, 2015 (as amended and restated on March 14, 2016, and as further as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Pledge and Security 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 June 24, 2015, made by Biomed in favor of Grantee (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "June 2015 Trademark Security Agreement", (iii) Amended and Restated 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 (iv) 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 June 2015 Trademark Security Agreement and the Initial Trademark Security Agreement, the "Trademark Security Agreements"), 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 June 2015 Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on June 25, 2015, at Reel and Frame 5560/0471, (ii) the Initial Trademark 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 5751/0607, and (iii) the Supplemental Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on September 17, 2020 at Reel and Frame 7055/0153; and

WHEREAS, Grantee now desires to terminate and release the Pledge and Security 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 Pledge and Security 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.

FMP AGENCY SERVICES, LLC,
as Agent



By: Eric Rogoff
Name: Eric Rogoff
Title: Vice President

SCHEDULE A
TRADEMARKS



Reel/Frame 5560/0471:



<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

Reel/Frame 5751/0607:

<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.		86/831,956	11/25/15 (filed)

Reel/Frame 7055/0153:

<u>Name of Entity</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Soleo Health Holdings, Inc.		5317670	10/24/17
Soleo Health Holdings, Inc.		5317669	10/24/17

<u>Name of Entity</u>	<u>Trade mark</u>	<u>Number</u>	<u>Date</u>
Soleo Health Holdings, Inc.	SoleMetrics®	5475950	5/22/18
Soleo Health Holdings, Inc.	Soleo Connect®	5131363	1/31/17
Soleo Health Holdings, Inc.		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.		Application #88/962,794	Filed 6/6/18 – waiting on final registration
Soleo Health Holdings, Inc.	CenterSource™	6142394	9/1/20