# OP \$40.00 87959189

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM630152 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		03/05/2021	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Foundation Partners Group, LLC		
Street Address:	4901 Vineland Road		
Internal Address:	Suite 350		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32811		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87959189	SECURECARE ID

#### CORRESPONDENCE DATA

**Fax Number:** 7043311159

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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	017625.005205
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	03/05/2021

**Total Attachments: 3** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 5, 2021 ("<u>Release</u>"), is made by Bank of America, N.A., as Collateral Agent ("<u>Collateral Agent</u>") in favor of Foundation Partners Group, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of August 6, 2019 (as amended, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Collateral Agent, and others party thereto, Grantor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on August 2, 2018 at Reel 6421 Frame 0180 ("<u>Notice</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

Name: Melissa Mullis

Title: Vice President

## Schedule A

# Foundation Partners Group, LLC (Delaware Limited Liability Company)

U.S. Trademark Subject to Security Interest Granted by Foundation Partners Group, LLC In Favor of Bank of America, N.A., as Collateral Agent Recorded August 2, 2018 at Reel 6421 Frame 0180

# **Trademark Application**

	Appl. No.	Filing Date
SECURECARE ID	87959189	06/12/18

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RECORDED: 03/05/2021