

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL ONE, NATIONAL ASSOCIATION	FORMERLY Healthcare Financial Solutions, LLC, as successor-in-interest to General Electric Capital Corporation	03/05/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ESCALLATE, LLC		
Street Address:	4545 DRESSLER ROAD NW		
City:	CANTON		
State/Country:	OHIO		
Postal Code:	44718		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3507373	ESCALLATE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	8286-798-022		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	03/08/2021		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Release**”), dated as of March 5, 2021, is made by CAPITAL ONE, NATIONAL ASSOCIATION (f/k/a Healthcare Financial Solutions, LLC, as successor-in-interest to General Electric Capital Corporation), in its capacity as administrative agent and collateral agent for the Lenders and Secured Parties (the “**Agent**”), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement and the Trademark Security Agreement).

WHEREAS, in connection with that certain Credit Agreement dated as of May 15, 2015, as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, Holdings, the other Loan Parties, the Lenders and L/C Issuers from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement and that certain Guaranty and Security Agreement dated as of May 15, 2015 and pursuant to that certain Trademark Security Agreement, dated as of May 15, 2015, between Escallate, LLC, an Ohio limited liability company (the “**Grantor**”) and Agent (the “**Trademark Security Agreement**”), Grantor granted to the Agent a security interest in the Trademark Collateral (defined below) owned by Grantor; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “**USPTO**”) on May 15, 2015 at Reel/Frame 5518/0067 and the Assignment of Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on November 18, 2015 at Reel/Frame 5672/0114;

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates the Trademark Security Agreement; (ii) releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the following Collateral of the Grantor, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks, providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(iii) reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Trademark Collateral to the Grantor.

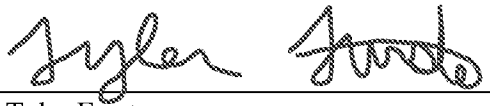
The Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Administrative Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

above. **IN WITNESS WHEREOF**, the Agent has executed this Release as of the date first written

CAPITAL ONE, NATIONAL ASSOCIATION, as
Agent

By: 
Name: Tyler Furste
Title: Duly Authorized Signatory

SCHEDULE I

A. REGISTERED TRADEMARKS

Description	Status	Owner	App. No.	App. Date	Reg. No.	Reg. Date
ESCALLATE	Registered	Escallate, LLC	77271251	09/04/2007	3507373	09/30/2008

B TRADEMARK APPLICATIONS

None.