

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at R/F 6046/0817		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		03/09/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	NDC Homecare, LLC		
Street Address:	402 BNA Dr., Ste: 500		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86113573	ZERO INVENTORY SERVICES YOUR NAME HERE	
Serial Number:	74476968	ZERO INVENTORY/YOUR NAME HERE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	033194-0353		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	03/09/2021		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 9, 2021, by MADISON CAPITAL FUNDING LLC (“Agent”) as agent for itself and for the Lenders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, NDC HOMECARE, LLC, a Delaware limited liability company (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of May 2, 2017 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent for the ratable benefit of the Lenders in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 2, 2017, at Reel 6046, Frame 0817;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Lenders, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule A annexed hereto; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

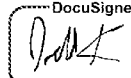
3. Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

DocuSigned by:



By: _____
Name: **Jeff Karczynski**
Title: **Director**

SCHEDULE A

TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
ZERO INVENTORY SERVICES YOUR NAME HERE	86113573	11/8/13	4501919	3/25/14
ZERO INVENTORY/YOUR NAME HERE	74476968	1/6/94	1864972	11/29/94