## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM631060

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRESCENT AGENCY SERVICES LLC, AS COLLATERAL AGENT		03/10/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ABODE HEALTHCARE, INC.
Street Address:	2200 Sixth Avenue, Suite 1200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3282497	HEARTS
Registration Number:	3186186	HEARTS FOR HOME HEALTH
Registration Number:	3183111	HEARTS FOR HOSPICE

#### CORRESPONDENCE DATA

Fax Number: 5032202480

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: 503-294-9848

Email: lisa.davis@stoel.com

Correspondent Name: Kevin S. Crosman - Stoel Rives LLP Address Line 1: 760 SW Ninth Avenue, Suite 3000

Address Line 4: Portland, OREGON 97205

ATTORNEY DOCKET NUMBER:	80052-10
NAME OF SUBMITTER:	Lisa M. Davis, Paralegal
SIGNATURE:	/lisamdavis/
DATE SIGNED:	03/10/2021

**Total Attachments: 3** 

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**TRADEMARK** REEL: 007216 FRAME: 0832

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TRADEMARK REEL: 007216 FRAME: 0833

# RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of March 10, 2021 (this "Release"), is made by CRESCENT AGENCY SERVICES LLC, as collateral agent acting for the benefit of the Secured Parties (in such capacity, "Collateral Agent"), in favor of ABODE HEALTHCARE, INC., a Delaware corporation with an address of 2200 Sixth Avenue, Suite 1200 Seattle, WA 98121 (the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Security Agreement, dated as of August 28, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) Trademark Security Agreement, dated as of August 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on September 3, 2019 at reel 6734, frame 0779; and

WHEREAS, pursuant to that certain Release, dated as of March 10, 2021, by and between among others, the Grantor and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement and terminate, release and discharge any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of Grantor, including terminating the liens and security interest in the Trademark Collateral, (b) release and relinquish and discharge its liens on and security interest in the Trademark Collateral, and (c) re-assign, retransfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Collateral Agent 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 Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK
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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

By:

Name: Jake Garmey
Title: Managing Director

By:

Name: Tom Hensel
Title: Vice President

## **SCHEDULE A**

## **Trademark Collateral**

## **U.S. Trademark Registrations and Applications**

Trademark	Registered Owner/Grantor	Registration Number	Registration Date	Jurisdiction
HEARTS	Abode Healthcare,	3282497	8/21/07	USA
	Inc.			
HEARTS FOR HOME HEALTH	Abode Healthcare,	3186186	12/19/06	USA
	Inc.			
HEARTS FOR HOSPICE	Abode Healthcare,	3183111	12/12/06	USA
	Inc.			

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**RECORDED: 03/10/2021**