

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRA 5792/0378		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One, National Association	FORMERLY Healthcare Financial Solutions, LLC	03/08/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Total Longterm Care, Inc.		
Street Address:	8950 E Lowry Blvd		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80230		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2993229	TOTAL LONGTERM CARE HEALTHCARE AND SUPPO	
Registration Number:	2990745	TOTAL LONGTERM CARE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	49870-2-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	03/12/2021		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of March 8, 2021, is made by Capital One, National Association (f/k/a Healthcare Financial Solutions, LLC), in its capacity as collateral agent (the “Collateral Agent”) in favor of Total Longterm Care, Inc., a Colorado corporation (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of May 13, 2016 and that certain Amended and Restated Guaranty and Collateral Agreement dated as of May 2, 2019 (as amended, supplemented or otherwise modified from time to time, collectively, the “Security Agreement”), among the Grantor, the Collateral Agent and the other parties party thereto, and that certain Trademark Security Agreement between the Grantor and the Collateral Agent, dated as of May 13, 2016 and recorded with the United States Patent and Trademark Office on May 13, 2016 at Reel 5792, Frame 0378 (the “Trademark Security Agreement”), the Grantor granted a security interest in certain collateral in favor of the Collateral Agent, including the Trademark Collateral; and

WHEREAS, the Collateral Agent now desires to terminate and release the Trademark Security Agreement and the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. All capitalized terms not defined herein have the meanings set forth in the Security Agreement or Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor and its successors and assigns, its security interest in and to the Trademark Collateral, including the Trademarks listed on Annex I hereto. The Trademark Security Agreement and any and all right, title and interest of the Collateral Agent in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Collateral Agent’s security interest in the Trademark Collateral.

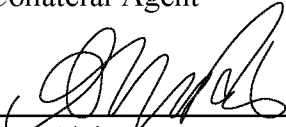
3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as manual signatures.

4. Governing Law. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]


IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**CAPITAL ONE, NATIONAL ASSOCIATION (f/k/a
Healthcare Financial Solutions, LLC),
as Collateral Agent**

By:  _____
Name: Alaina Powers
Title: Duly Authorized Signatory

ANNEX I

Trademark Registrations

Mark	Jurisdiction	Reg. No./ Reg. Date	Status	Current Owner of Record
TOTAL LONGTERM CARE HEALTH CARE AND SUPPORT FOR SENIORS AT HOME. 	Federal	2993229 / 06-SEP-2005	Registered	TOTAL LONGTERM CARE INC.
TOTAL LONGTERM CARE (Typed Drawing)	Federal	2990745 / 30-AUG-2005	Registered	TOTAL LONGTERM CARE INC.