

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION, as administrative agent		04/13/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	DUET HEALTH, INC.		
Street Address:	6880 West Snowville, Suite 210		
City:	Brecksville		
State/Country:	OHIO		
Postal Code:	44141		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4312017	DUET HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8047751377		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Matthew G. Rosendahl, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Matthew G. Rosendahl		
SIGNATURE:	/Matthew G. Rosendahl/		
DATE SIGNED:	04/14/2021		
Total Attachments: 3			
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OP \$40.00 4312017

**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of April 13, 2021 (this “Release”), is made by KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Lenders (the “Assignee”), in favor of DUET HEALTH, INC., a Delaware corporation (the “Assignor”). 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 Assignor and the Assignee are parties to that certain (i) Security Agreement, dated as of October 31, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) Memorandum of Security Interests in Trademarks, dated as of October 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Memorandum of Security Interests in Trademarks”), pursuant to which the Assignor granted to the Assignee a continuing security interest in the Trademarks (as defined in the Memorandum of Security Interests in Trademarks), including the trademark and service mark registrations and applications listed on Schedule A hereto;

WHEREAS, the Memorandum of Security Interests in Trademarks was recorded in the records of the United States Patent and Trademark Office on October 31, 2019 at reel 6783, frame 0731; and

WHEREAS, pursuant to that certain Release, dated as of April 13, 2021, by and between among others, the Assignor and the Assignee, the Assignor has requested and the Assignee has agreed to (a) release any and all security interests it may have in the Trademarks 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 Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Memorandum of Security Interests in Trademarks 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 Assignor, including terminating the liens and security interest in the Trademarks, (b) release and relinquish and discharge its liens on and security interest in the Trademarks, and (c) re-assign, re-transfer and re-convey to the Assignor any and all rights, title and interest it may have in, to or under the Trademarks. The Assignee agrees, or authorizes the Assignor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Assignor to evidence the release and termination of the Assignee’s security interests in the Trademarks.

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

[Signature page follows]

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

KEYBANK NATIONAL ASSOCIATION,
as Assignee

A handwritten signature in cursive script, appearing to read "J.T. Taylor", written in black ink.


By:

Name: J.T. Taylor

Title: SVP & Group Head, Leveraged Loans

SCHEDULE A

REGISTERED TRADEMARKS

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	JURISDICTION
Duet Health, Inc.	DUET HEALTH and Design 	4312017	April 2, 2013	United States

TRADEMARK APPLICATIONS

None.