

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BDC, INC.		04/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EATING RECOVERY CENTER LLC		
Street Address:	7351 E. LOWRY BLVD.		
Internal Address:	SUITE 200		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80230		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4702944	EATING RECOVERY CENTER	
Registration Number:	4707201	EATING RECOVERY CENTER	
Registration Number:	3896042		
Registration Number:	3855165	EATING RECOVERY CENTER	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	32868.066		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	04/22/2021		

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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 April 22, 2021, is made by Goldman Sachs BDC, Inc. (as successor-in-interest to Goldman Sachs Middle Market Lending Corp.) in its capacity as administrative agent and collateral agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement defined in the Second Lien Pledge and Security Agreement defined below), in favor of Eating Recovery Center LLC, a Colorado corporation, (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of September 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), among the Grantor, the Administrative Agent and the other parties thereto, and that certain Trademark Security Agreement, dated as of September 21, 2017, between the Grantor and the Administrative Agent (the “Trademark Security Agreement” and, collectively with the Second Lien Security Agreement, the “Security Agreements”), the Grantor granted a security interest (the “Security Interest”) in to the following collateral: (i) all trademarks, trademark registrations and trademark applications, including, without limitation, those listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and (ii) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application, including, without limitation, those listed on Schedule I hereto, or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages (clauses (i) and (ii), together with the “Trademark Collateral” as defined in the Trademark Security Agreement, collectively, the “Trademark Collateral”); and

WHEREAS, the Administrative Agent now desires to terminate and release the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on September 21, 2017 at Reel 6158, Frame 0862, 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, the Administrative Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Security Agreements, as applicable.
2. Release of Security Interest. The Administrative 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, and the

Trademark Security Agreement and any and all right, title and interest that the Administrative Agent may have in, to and under the Trademark Collateral is hereby reassigned and conveyed to the Grantor. The Administrative Agent hereby (i) 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 Administrative Agent's Security Interest in the Trademark Collateral; (ii) authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of this Release hereby given and (iii) agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's expense, to more fully and effectively effectuate the purpose of this Release.

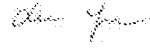
3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will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

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, 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.

GOLDMAN SACHS BDC, INC., as Administrative Agent





By: _____

Name: David Yu

Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

Registered Owner	Registration Number / Date	Trademark
Eating Recovery Center LLC	4702944 3/17/2015	EATING RECOVERY CENTER & Design 
Eating Recovery Center LLC	4707201 3/24/2015	EATING RECOVERY CENTER
Eating Recovery Center LLC	3896042 12/28/2010	Design Only 
Eating Recovery Center LLC	3855165 9/28/2010	EATING RECOVERY CENTER

TRADEMARK APPLICATIONS

None.