CH \$140.00 365180

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM646770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		05/13/2021	Bank:

RECEIVING PARTY DATA

Name:	ACCELECARE WOUND CENTERS, LLC
Street Address:	10900 NE 4TH STREET
Internal Address:	SUITE 1920
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3651804	ACCELECARE WOUND CENTERS
Registration Number:	3651805	ACCELECARE WOUND CENTERS
Registration Number:	3872696	ACCELECARE
Registration Number:	3879069	ACCELECARE
Registration Number:	4129382	ACCELECARE WOUND PROFESSIONALS

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Claudia Stantzyk-Guzek

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	C.S-Guzek - 52010.0003
NAME OF SUBMITTER:	Claudia Stantzyk-Guzek

TRADEMARK
REEL: 007292 FRAME: 0993

900616693

SIGNATURE:	/Claudia Stantzyk-Guzek/	
DATE SIGNED:	05/13/2021	
Total Attachments: 4		
source=Healogics - Trademark Release (R.F. 5482-0799)_WEIL_97961128_4#page1.tif		
source=Healogics - Trademark Release	(R.F. 5482-0799)_WEIL_97961128_4#page2.tif	
source=Healogics - Trademark Release	(R.F. 5482-0799)_WEIL_97961128_4#page3.tif	
source=Healogics - Trademark Release	(R.F. 5482-0799)_WEIL_97961128_4#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of May 13, 2021, made by JPMORGAN CHASE BANK, N.A., (in such capacity, the "Collateral Agent") in favor of ACCELECARE WOUND CENTERS, INC., a Delaware corporation (the "Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Guarantee and Collateral Agreement and the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to (i) that certain First Lien Guarantee and Collateral Agreement, dated as of July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement"), among the Grantor, the Parent Borrower, the Subsidiary Borrower, Holdings and certain other Domestic Subsidiaries of Borrower other than Grantor, and (ii) that certain Assumption Agreement, dated as of March 2, 2015 (the "Assumption Agreement"), among Accelecare Holdco, Inc., Accelecare Holdings, Inc., Accelecare Wound Professionals, LLC and the Grantor, the Grantor and the Collateral Agent executed and delivered that certain Notice and Confirmation of First Lien Grant of Security Interest in Trademarks, dated as of March 2, 2015, recorded by the U.S. Patent & Trademark Office (the "USPTO") on March 16, 2015 at Reel/Frame 5482/0799 (the "Trademark Security Agreement");

WHEREAS, under the Trademark Security Agreement, the Grantor confirmed that pursuant to the First Lien Guarantee and Collateral Agreement and the Assumption Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products thereof (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers; and

WHEREAS, the Collateral Agent has agreed to terminate, cancel and release the entirety of its security interest in and to the Trademark Collateral set forth on <u>Schedule I</u>.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Release of Security Interest. The Collateral Agent, without representation, covenant or warranty, express or implied, and without recourse to the Collateral Agent, hereby terminates, cancels and releases its security interest in all of the Trademark Collateral set forth on Schedule I, including any and all goodwill relating to the same, and assigns, transfers and conveys to Grantor any and all of its rights, title and interests in the Trademark Collateral.
- 2. <u>Authorization; Further Assurances</u>. The Collateral Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Release. The Collateral Agent hereby authorizes the Grantor to record this Release with the USPTO. The

Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to take such other actions as may be reasonably requested by the Grantor to release, cancel and terminate any and all security interests and other liens in the Trademark Collateral set forth on <u>Schedule I</u>, which shall be at the Grantor's sole expense.

3. <u>Governing Law</u>. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[signature page follows]

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

JPMORGAN CHASE BANK, N.A.

Name: Neil R. Boylan

Title: Managing Director

REEL: 007292 FRAME: 0997

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	App. or Reg. Number	App. or Reg. Date	Jurisdiction
ACCELERATE WOUND CENTERS Disclaimer: "WOUND CENTERS"	Registered	3,651,804	7/6/2009	U.S.
ACCELERATE WOUND CENTERS (and design) ACCECATE Disclaimer: "WOUND CENTERS"	Registered	3651805	7/7/2009	U.S.
ACCELECARE	Registered	3872696	11/9/2010	U.S.
ACCELECARE (and design)	Registered	3879069	11/23/2010	U.S.
ACCELECARE WOUND PROFESSIONALS Disclaimer: "WOUND PROFESSIONALS"	Registered	4129382	4/17/2012	U.S.

RECORDED: 05/13/2021