

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One, National Association (as successor-in-interest by merger to Healthcare Financial Solutions, LLC)		06/21/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CLIFFSIDE MALIBU		
Street Address:	4281 Katella Ave.		
Internal Address:	Suite 111		
City:	Los Alamitos		
State/Country:	CALIFORNIA		
Postal Code:	90720		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3555988	CLIFFSIDE MALIBU	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	17392.515204		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	06/22/2021		
Total Attachments: 3			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 21, 2021, by Capital One, National Association (as successor-in-interest by merger to Healthcare Financial Solutions, LLC, a Delaware limited liability company), in its capacity as administrative agent (“Agent”) pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

WITNESSETH:

WHEREAS, Cliffside Malibu, a California corporation (“Grantor”) and Agent were parties to that certain Trademark Security Agreement, dated as of June 15, 2018 (the “Security Agreement”), pursuant to which Grantor granted a security interest to Agent in certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including certain of the trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 15, 2018 at Reel 6353, Frame 0702;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

1. Agent hereby releases its security interest and all of its right, title and interest in and to the following (collectively the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature pages follow]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Alaina Powers
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT**

Registered Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
CLIFFSIDE MALIBU	77268801	8/30/2007	3555988	1/6/2009

Trademark Applications

None.