

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656980

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-by-merger to Healthcare Financial Solutions, LLC), as Administrative Agent		06/28/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Advanced Recovery Systems, LLC
Street Address:	100 SE 3rd Avenue, Suite 1800
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33394
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4947852	THE RECOVERY VILLAGE AT PALMER LAKE AN A
Registration Number:	4947851	ORC ORLANDO RECOVERY CENTER AN ADVANCEDA
Registration Number:	4947850	NEXT GENERATION VILLAGE AN ADVANCED APPR
Registration Number:	4879994	THE RECOVERY VILLAGE AN ADVANCED APPROAC
Serial Number:	86253869	ADVANCED RECOVERY SYSTEMS AN ADVANCED AP
Serial Number:	87082881	NEXTSTEPVILLAGE AN ADVANCED APPROACH TOA

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 4044435626

Email: tlockley@mcguirewoods.com

Correspondent Name: Tequira Lockley - Paralegal

Address Line 1: 1230 Peachtree Street NE, Suite 2100

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

OP \$165.00 4947852

ATTORNEY DOCKET NUMBER:	2071526.0037
NAME OF SUBMITTER:	Tequira Lockley
SIGNATURE:	//Tequira Lockley//
DATE SIGNED:	06/30/2021
Total Attachments: 4 source=ARS - Trademark Release 4812-3971-4799#page1.tif source=ARS - Trademark Release 4812-3971-4799#page2.tif source=ARS - Trademark Release 4812-3971-4799#page3.tif source=ARS - Trademark Release 4812-3971-4799#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is given as of June 28, 2021, by CAPITAL ONE, NATIONAL ASSOCIATION (as successor-by-merger to Healthcare Financial Solutions, LLC), as administrative agent (in such capacity, the “Agent”), in favor of Advanced Recovery Systems, LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of July 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the “Credit Agreement”), by and among the Grantor, as Borrower Representative, the other Borrowers and Credit Parties party thereto, the Agent and the Lenders and L/C Issuers party thereto;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that certain Guaranty and Security Agreement, dated as of July 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other grantors party thereto, in favor of the Agent on behalf of the Secured Parties. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent, as security, a Lien on, and interest in the Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement defined below), including, without limitation, the Grantor’s respective Trademarks listed on Schedule 1 attached hereto, pursuant to that certain Trademark Security Agreement, dated as of July 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by the Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office (“USPTO”) on July 20, 2016 on Reel: 5837, Frame: 0734;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent’s rights in any Trademark Collateral, the condition or value of any Trademark Collateral, terminates, discharges and releases its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without

limitation and for clarity, the Trademarks listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantor. In the event of any conflict between the provisions of this Release and the provisions of that certain Payoff Letter, dated as of the date hereof, by and among the Grantor, the other parties thereto and the Agent (the "Payoff Letter"), the applicable provision of the Payoff Letter shall govern and control.

The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives or any new lender to the Grantor to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral, pursuant to the Security Agreement.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security Lien on, and interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

Very truly yours,

CAPITAL ONE, NATIONAL ASSOCIATION, as
successor-by-merger to Healthcare Financial
Solutions, LLC, as Agent

By:


Name: Verleria King-Jones

Title: Its Duly Authorized Signatory

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

1. REGISTERED TRADEMARKS

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
THE RECOVERY VILLAGE AT PALMER LAKE AN ADVANCED APPROACH TO PATIENT CARE	86617313	05/01/2015	4947852	04/26/2016
ORC ORLANDO RECOVERY CENTER AN ADVANCED APPROACH TO PATIENT CARE	86617275	05/01/2015	4947851	04/26/2016
NEXT GENERATION VILLAGE AN ADVANCED APPROACH TO PATIENT CARE	86617223	05/01/2015	4947850	04/26/2016
THE RECOVERY VILLAGE AN ADVANCED APPROACH TO PATIENT CARE	86555864	03/06/2015	4879994	01/05/2016

2. TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
ADVANCED RECOVERY SYSTEMS AN ADVANCED APPROACH TO PATIENT CARE	86253869	04/16/2014	N/A	N/A
NEXTSTEPVILLAGE AN ADVANCED APPROACH TO AFTERCARE	87082881	06/24/2016	N/A	N/A

3. IP LICENSES

None.