

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK RELEASE AND REASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BMO HARRIS BANK N.A.		07/01/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gastro Health Holdco, LLC		
<b>Street Address:</b>	900-100 Adelaide St. W.		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 0E2		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Gastro Health, LLC		
<b>Street Address:</b>	9500 S Dadeland Blvd.		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33156		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6030438	GASTRO HEALTH	
<b>Registration Number:</b>	6030439	GASTRO HEALTH	
<b>Registration Number:</b>	6030440	GASTRO HEALTH	
<b>Registration Number:</b>	6043560	GASTRO HEALTH	
<b>Registration Number:</b>	6059760	GASTRO HEALTH	
<b>Registration Number:</b>	6030441	GASTRO HEALTH	
<b>Registration Number:</b>	6059761	GASTRO HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	12123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>TRADEMARK</b>			

CH \$190.00 6030438

**Correspondent Name:** /s/ Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 4:** New York, NEW YORK 10166

**NAME OF SUBMITTER:** ALANA M Gramer

**SIGNATURE:** /s/ Alana Gramer

**DATE SIGNED:** 07/01/2021

**Total Attachments: 4**

source=Prota - IP Release R\_F 7206-0546#page1.tif

source=Prota - IP Release R\_F 7206-0546#page2.tif

source=Prota - IP Release R\_F 7206-0546#page3.tif

source=Prota - IP Release R\_F 7206-0546#page4.tif

## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 1, 2021, by BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Lenders and L/C Issuers (in such capacity, "Grantee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 4, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gastro Health Holdco, LLC, a Delaware limited liability company (the "Borrower"), Gastro Health, LLC (the "Grantor") as a Guarantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto and Grantee, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of March 1, 2021 (the "Security Agreement") pursuant to which Grantor granted to Grantee a continuing security interest in and lien on the Trademark Collateral (as defined below) including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on March 1, 2021, at Reel 7206, Frame 0546;

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Grantee's security interest in and lien on the Trademarks and Trademark Collateral.

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

1. Grantee hereby terminates the Security Agreement and releases its security interest in all right, title and interest of the Grantor in, to and under the following (collectively the "Trademark Collateral"):

(i) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

[Signature Page Follows]

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

**BMO HARRIS BANK N.A.**

By:   
Name: Ketan Parikh  
Title: Managing Director

**SCHEDULE A**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Country</b>	<b>App. No. and App. Date</b>	<b>Registration No. and Reg. Date</b>	<b>Status</b>	<b>Owner</b>
GASTRO HEALTH	USA	88297164 2/11/19	6030438 4/7/20	Registered	Gastro Health, LLC
GASTRO HEALTH	USA	88297166 2/11/19	6030439 4/7/20	Registered	Gastro Health, LLC
GASTRO HEALTH	USA	88297168 2/11/19	6030440 4/7/20	Registered	Gastro Health, LLC
GASTRO HEALTH	USA	88297170 2/11/19	6043560 4/28/20	Registered	Gastro Health, LLC
GASTRO HEALTH	USA	88297175 2/11/19	6059760 5/19/20	Registered	Gastro Health, LLC
GASTRO HEALTH	USA	88297181 2/11/19	6030441 4/7/20	Registered	Gastro Health, LLC
GASTRO HEALTH	USA	88297187 2/11/19	6059761 5/19/20	Registered	Gastro Health, LLC

2. TRADEMARK APPLICATIONS

None.