

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent, LLC		09/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The PromptCare Companies, Inc.		
Street Address:	41 Spring Street,		
Internal Address:	Suite 103		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Corporation: NEW JERSEY		
Name:	PromptCare Florida, Inc.		
Street Address:	41 Spring Street		
Internal Address:	Suite 103		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Corporation: DELAWARE		
Name:	HomeTown Oxygen, Charlotte, L.L.C.		
Street Address:	41 Spring Street		
Internal Address:	Suite 103		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Boston Home Infusion, Inc.		
Street Address:	41 Spring Street		
Internal Address:	Suite 103		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Corporation: MASSACHUSETTS		

TRADEMARK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5189581	HOLLYWOOD MEDICAL SUPPLY 02
Registration Number:	4566482	PROMPTCARE COMPANIES TOTAL CARE · SPECIA
Registration Number:	4615414	PATIENT ON DEMAND

CORRESPONDENCE DATA**Fax Number:** 2122305199*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:** 212-318-6518**Email:** terrenceboyle@paulhastings.com**Correspondent Name:** Terrence G. Boyle**Address Line 1:** c/o Paul Hastings LLP**Address Line 2:** 200 Park Avenue**Address Line 4:** New York, NEW YORK 10166**ATTORNEY DOCKET NUMBER:** 91401.00096**NAME OF SUBMITTER:** Terrence G. Boyle**SIGNATURE:** /s/ Terrence G. Boyle**DATE SIGNED:** 09/02/2021**Total Attachments: 5**

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (the “Release”), dated as of September 1, 2021, is made by Varagon Capital Partners Agent, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties in favor of The PromptCare Companies, Inc., a New Jersey corporation, PromptCare Florida, Inc., a Delaware corporation, HomeTown Oxygen, Charlotte, L.L.C., a Delaware limited liability company, and Boston Home Infusion, Inc., a Massachusetts corporation, (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, the other Persons party thereto that are designated as a “Credit Party”, the Agent and the Lenders, and pursuant to the Trademark Security Agreement, dated as of December 30, 2019 (the “Trademark Security Agreement”), the Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the “Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on December 30, 2019 at Reel 6827 and Frame 0742; and

WHEREAS, Agent (acting at the direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement as the context may require.

SECTION 2. Termination and Release. The Agent (acting at the direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO;

(c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and


(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Agent

By: 
Name: Brian Carroll _____
Title: Managing Director


Acknowledged and Agreed

**THE PROMPTCARE COMPANIES,
INC.,**
as a Grantor

By: 

Name: Thomas Voorhees
Title: President and Chief Executive Officer

PROMPTCARE FLORIDA, INC.,
as a Grantor

By: 

Name: Thomas Voorhees
Title: President and Chief Executive Officer

**HOMETOWN OXYGEN,
CHARLOTTE, L.L.C.,**
as a Grantor

By: 

Name: Thomas Voorhees
Title: President and Chief Executive Officer

BOSTON HOME INFUSION, INC.,
as a Grantor

By: 

Name: Thomas Voorhees
Title: President and Chief Executive Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 007411 FRAME: 0742

Schedule A
Trademarks

Grantor	Title	Jurisdiction	Reg. Number	Reg. Date
PromptCare Florida, Inc.	HOLLYWOOD MEDICAL SUPPLY 02	USA	5189581	4/25/2017
The PromptCare Companies, Inc.	PROMPTCARE COMPANIES TOTAL CARE SPECIAL CARING & (Clockface) Design	USA	4,566,482	7/15/2014
Boston Home Infusion, Inc.	BOSTON HOME INFUSION plus logo	Massachusetts	53730	1/21/1997
HomeTown Oxygen, Charlotte, L.L.C.	PATIENT ON DEMAND	USA	4615414	9/30/2014