

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELM PARK CAPITAL MANAGEMENT, LLC		09/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FLAVMA INC.		
Street Address:	1220 Broadway, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5619100		
Registration Number:	4633198	IMEDICARE	
Registration Number:	5834207	AMPLICARE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Ave		
Address Line 2:	Suite 2000, c/o Sidley Austin		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	62842-10270		
NAME OF SUBMITTER:	Lauren G. Grau		
SIGNATURE:	/s/ Lauren G. Grau		
DATE SIGNED:	09/13/2021		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of September 9, 2021 (“Effective Date”), by **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company, in its capacity as the arranger and administrative agent for the Lenders, as such term is defined in the below defined Credit Agreement (together with its successors and assigns in such capacity, “Grantee”), in favor of **FLAVMA INC.** (the “Grantor”).

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of August 29, 2020, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as borrower, the other parties signatory thereto, the lenders identified on the signature pages thereof, and Grantee;

WHEREAS, Grantor entered into that certain Joinder to Guaranty and Security Agreement, dated as of August 31, 2020 (the “Joinder”);

WHEREAS, pursuant to the Joinder, Grantor and Grantee entered into that certain Trademark Security Agreement, dated as of August 31, 2020 (the “Trademark Security Agreement”)

WHEREAS, pursuant to the Credit Agreement, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on September 1, 2020 at Reel 7041, Frame 0052, in which Grantor granted to Grantee a security interest in all of the Grantor’s right, title and interest in and to the “Trademark Collateral” (as such term is defined in the Trademark Security Agreement, the “Trademark Collateral”); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral , including the trademarks listed on **Schedule 1** hereto (the “Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee hereby terminates, releases, and discharges the Trademark Security Agreement and its security interest and pledge in the Trademark Collateral, including the Trademarks, granted pursuant thereto. Grantee hereby reassigns to Grantor all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.

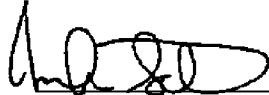
2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby. Grantee hereby authorizes Grantor and any of their respective designees to file this Release with the United States Patent and Trademark Office.

3. This Release shall be subject to the provisions regarding choice of law and venue, jury trial waiver, and judicial reference set forth in Section 25 of the Guaranty and Security Agreement (as defined in the Trademark Security Agreement), and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ELM PARK CAPITAL MANAGEMENT, LLC,
a Delaware limited liability company, as Grantee


By: 
Name: Mark Schachter
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

TRADEMARK
REEL: 007420 FRAME: 0425

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration Number	Application/ Registration Date
FLAVMA INC.		5619100	November 27, 2018
FLAVMA INC.	IMEDICARE	4633198	November 4, 2014
FLAVMA INC.	AMPLICARE	5834207	August 13, 2019