

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC Bank USA		09/22/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Valued Relationships, Inc.		
Street Address:	1400 Commerce Center Drive		
City:	Franklin		
State/Country:	OHIO		
Postal Code:	45005		
Entity Type:	Corporation: OHIO		
Name:	Healthcom, Inc.		
Street Address:	1600 West Jackson Street		
City:	Sullivan		
State/Country:	ILLINOIS		
Postal Code:	61951		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5656672	VRI MEDCONNECT	
Registration Number:	5656671	VRI MOBILECARE	
Registration Number:	5656670	VRI HERE TO HELP	
Registration Number:	5623506	VRI CARECONNECT	
Registration Number:	5473296	VRI CONNECT	
Registration Number:	5350565	VRI	
Registration Number:	5350563	VRI	
Registration Number:	4403204	FAMILY ACCESS ANYWHERE	
Registration Number:	2554147	SENIOR HEALTH ADVANTAGE	
Registration Number:	2734453	CAREMED	
CORRESPONDENCE DATA			
Fax Number:	9494754754		

CH \$265.00 5656672

TRADEMARK

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: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	74353-00016
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NAME OF SUBMITTER:	Stephanie Kann
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SIGNATURE:	/stephanie kann/
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DATE SIGNED:	09/22/2021
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Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST TRADEMARKS**

This Termination and Release of Security Interest in Trademarks ("Release") is made this 22nd day of September, 2021, by CIBC BANK USA, as administrative agent for certain lenders ("Administrative Agent"), in favor of VALUED RELATIONSHIPS, INC., an Ohio corporation and HEALTHCOM, INC., an Illinois corporation (each a "Grantor" and collectively, the "Grantors").

WHEREAS, Grantors have entered into an Amended and Restated Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Collateral Agreement") dated as of March 6, 2020 by and among Grantors, certain other loan parties from time to time party thereto and Administrative Agent; and

WHEREAS, pursuant to the Collateral Agreement, Grantors have granted to Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of Grantors in, to and under the trademarks and service marks set forth on Exhibit A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Collateral Agreement).

WHEREAS, the Acknowledgement of Security Interest in Trademarks (the "Acknowledgement of Security Interest") made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors was recorded with the United States Patent and Trademark Office ("USPTO") on March 6, 2020 at Reel/Frame 6884/0400 with respect to the Trademarks;

WHEREAS, the Grantors' Secured Obligations under the Collateral Agreement have been satisfied in full and the security interest granted to Administrative Agent pursuant the Collateral Agreement has been released by Administrative Agent;

WHEREAS, the Administrative Agent on behalf of the Lenders has the requisite power and authority to release and discharge its security interest in and to the Collateral; and

WHEREAS, the parties desire to confirm and evidence the termination and release of the security interest in, to and under the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself, the Lenders and their successors, legal representatives and assigns, hereby unconditionally,

irrevocably and absolutely (i) terminates the Acknowledgement of Security Interest and all grants made by each Grantor therein, (ii) assigns to each Grantor, without any representation, warranty, or recourse whatsoever, all of Administrative Agent's right, title and interest (if any) in and to the Trademarks and (iii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Collateral.

The Administrative Agent shall take all further reasonable actions, and provide to each Grantor or its respective successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by such Grantor to more fully and effectively effectuate the purposes of this Release, in each case, at such Grantor's expense. By this instrument, the Administrative Agent authorizes and requests Grantors to record this Release with the USPTO.

This Release shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS]**

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by their respective duly authorized representative as of the date first above written.

CIBC BANK USA, as Administrative Agent

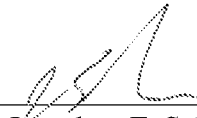
By:  _____
Name: Jonathan F. Schwan
Title: Managing Director

EXHIBIT A

Trademarks

Grantor:

VALUED RELATIONSHIPS, INC.

REGISTERED AND UNREGISTERED TRADEMARKS

TRADEMARKS	U.S. SERIAL NO.	U.S. REGISTRATION
VRI MEDCONNECT	87/460,555	5656672
VRI MOBILECARE	87/460,526	5656671
VRI HERE TO HELP	87/460,506	5656670
VRI CARECONNECT	87/460,562	5623506
VRI CONNECT	87/449,698	5473296
VRI Logo	87/449,681	5350565
VRI	87/449,666	5350563

HEALTHCOM, INC.

REGISTERED AND UNREGISTERED TRADEMARKS

TRADEMARKS	U.S. SERIAL NO.	U.S. REGISTRATION
FAMILY ACCESS ANYWHERE	85/845,057	4403204
SENIOR HEALTH ADVANTAGE	78/023,285	2554147
CAREMED	76/441,067	2734453