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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM681099

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		10/14/2021	Limited Liability Company: NEW YORK

### **RECEIVING PARTY DATA**

Name:	MDVIP LLC
Street Address:	4950 Communication Avenue
Internal Address:	Suite 100
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33431
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4571446	MDVIP FOUNDATION
Registration Number:	2999462	MDVIP
Registration Number:	2999461	MDVIP
Registration Number:	4261997	JOIN THE HEALTHY REVOLUTION
Registration Number:	4238492	LONG LIVE HEALTHY

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2128598000

**Email:** teas@friedfrank.com

**Correspondent Name:** Forrest Grossman c/o Fried Frank et al

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	004235-00004	
NAME OF SUBMITTER:	Forrest Grossman	
SIGNATURE:	/Forrest Grossman/	
DATE SIGNED:	10/14/2021	

## **Total Attachments: 3**

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### RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

THIS RELFASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 14, 2021, granted by JEFFERIES FINANCE LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien Security Agreement, dated as of November 14, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement") between MDVIP LLC (as successor in interest to MDVIP, Inc., the "Grantor"), the Collateral Agent, and certain other parties thereto. Capitalized terms used but not defined herein have the meanings given to them in the Security Agreement unless otherwise defined herein.

**WHEREAS**, Grantor and the Collateral Agent entered into that certain First Lien Trademark Security Agreement, dated as of November 14, 2017 (the "**Trademark Security Agreement**"), whereby Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications listed on Exhibit A hereto (collectively, the "**Released Trademarks**");

**WHEREAS**, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on November 14, 2017, at Reel/Frame 6210/0106; and

**WHEREAS**, in accordance with the applicable provisions of the Security Agreement, the Grantor has requested that the Collateral Agent, and the Collateral Agent has agreed to, release, discharge, relinquish, terminate, and dissolve its security interest in the Released Trademarks.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Release of Security Interest</u>. The Collateral Agent, without recourse, representation, or warranty, hereby releases, discharges, relinquishes, terminates, and dissolves its security interest in the Released Trademarks, and any right, title, or interest of the Collateral Agent in, to or under the Released Trademarks is hereby void.
- 2. <u>Further Assurances</u>. The Collateral Agent agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Release.
- 3. <u>Recordation of Release</u>. The Collateral Agent hereby authorizes Grantor (or its designee) or its authorized representative to record this Release with the U.S. Patent and Trademark Office and any other governmental entity.
- 4. <u>Applicable Law.</u> THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE, OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

JEFFERIES FINANCE LLC, as Collateral Agent

Name: Paul Chisholm

Title: Managing Director

[Trademark Release]

# $\label{eq:exhibit} EXHIBIT\ A$ $Trademark\ Registrations\ and\ Applications$

<u>Mark</u>	Serial Number / Registration Number	Registration Date
MDVIP FOUNDATION	86/123093 / 4,571,446	7/14/2015
MDVIP	76/272594 / 2,999,462	9/27/2005
MDVIP and Design	76/271921 / 2,999,461	9/27/2005
MDVIP		
JOIN THE HEALTHY REVOLUTION	85/296542 / 4,261,997	12/18/2012
LONG LIVE HEALTHY	85/296537 / 4,238,492	11/6/2012

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RECORDED: 10/14/2021