

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as administrative and collateral agent		11/10/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	EATING RECOVERY CENTER LLC		
Street Address:	7351 E. Lowry Boulevard, Suite 200		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80230		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4702944	EATING RECOVERY CENTER	
Registration Number:	4707201	EATING RECOVERY CENTER	
Registration Number:	3896042		
Registration Number:	3855165	EATING RECOVERY CENTER	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	44378.00019		
NAME OF SUBMITTER:	Eric Hyla		
SIGNATURE:	/Eric Hyla/		
DATE SIGNED:	11/12/2021		

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 10, 2021 (the “Effective Date”), is made by ANTARES CAPITAL LP, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties, in favor of EATING RECOVERY CENTER LLC, a Colorado limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the Grantor, the Administrative Agent and certain other parties, the Grantor executed and delivered to the Administrative Agent a Trademark Security Agreement, dated as of September 21, 2017 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on September 21, 2017 at Reel/Frame 6158/0505;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pledged, collaterally assigned, mortgaged, transferred and granted to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of its right, title and interest in, to and under all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of the Grantor, and regardless of where located: (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, but excluding any IP Rights in any non-U.S. jurisdictions, any intent-to-use Trademark application to the extent set forth therein, and any other Excluded Assets (collectively, the “Trademark Collateral”);

WHEREAS, the Grantor has requested the Administrative Agent to release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Administrative Agent and without representation or warranty of any kind.

The Grantor, or any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.

ANTARES CAPITAL LP, as administrative agent
and collateral agent

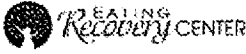

By: Michael Ahrens

Name: Michael Ahrens

Its: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

Registered Owner	Registration Number / Date	Trademark
Eating Recovery Center LLC	4702944 3/17/2015	EATING RECOVERY CENTER & Design 
Eating Recovery Center LLC	4707201 3/24/2015	EATING RECOVERY CENTER
Eating Recovery Center LLC	3896042 12/28/2010	<i>Design Only</i> 
Eating Recovery Center LLC	3855165 9/28/2010	EATING RECOVERY CENTER

TRADEMARK APPLICATIONS

None.