OP \$90.00 300550

ETAS ID: TM689254

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

et Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		11/16/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SHC Services, Inc.	
Doing Business As:	Supplemental Health Care	
Street Address:	1640 W. Redstone Center Dr., Ste. 200	
City:	Park City	
State/Country:	UTAH	
Postal Code:	l Code: 84098	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type Number		Word Mark	
Registration Number:	3005506	SUPPLEMENTAL HEALTH CARE	
Registration Number: 3005507 SUPPLEMENTAL HEALTH CARE		SUPPLEMENTAL HEALTH CARE	
Serial Number: 86649043		CLINICAL MAGNET	

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1526076 TM T&R
NAME OF SUBMITTER:	Dillon Kelly
SIGNATURE:	/Dillon Kelly/
DATE SIGNED:	11/19/2021

Total Attachments: 4

source=Payoff - Termination and Release of Trademark Security Agreement#page2.tif source=Payoff - Termination and Release of Trademark Security Agreement#page3.tif source=Payoff - Termination and Release of Trademark Security Agreement#page4.tif source=Payoff - Termination and Release of Trademark Security Agreement#page5.tif

TERMINATION AND RELEASE OF AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Termination</u>"), is dated as of November 16, 2021, and made by PNC BANK, NATIONAL ASSOCIATION, as administrative agent (the "<u>Grantee</u>"), in favor of SHC SERVICES, INC. d/b/a SUPPLEMENTAL HEALTH CARE, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated February 8, 2017 by and between Grantor and Grantee (the "Security Agreement"), a security interest was granted by Grantor to Grantee in certain collateral, including the IP Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on February 8, 2017 at Reel/Frame 5984/0569; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement and its security interest in the IP Collateral, including the Trademarks listed on <u>Schedule A</u>.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.
- Release of Security Interest. Grantee hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the IP Collateral, including the Trademarks listed on Schedule A hereto, and, all associated goodwill, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to Grantor all right, title and interest of Grantee in the IP Collateral, including all associated goodwill, and any right, title or interest of Grantee in such IP Collateral shall hereby terminate, cease and become void.
- 3. <u>Further Assurances</u>. Grantee hereby authorizes Grantor or an authorized representative of Grantor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Grantee in the IP Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Grantee further 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 requests (at Grantor's sole cost and expense) in order to confirm this Termination and Grantor's right, title and interest in, to and under the IP Collateral.

[Signature Page Follows]

074658.15098/127503254v.2

IN WITNESS WHEREOF, Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,

as Administrative Agent ("Grantee")

Name: Dennis W. Cloud

Title: Senior Vice President

[Signature Page - Termination and Release of Amended and Restated Intellectual Property Security Agreement]

Schedule A

$\underline{TRADEMARKS}$

#	Grantor	Mark	Serial/ Registration Number
1.	SHC Services, Inc.	Supplemental Health	3005506
		Care	
2.	SHC Services, Inc.	Supplemental Health	3005507
		Care	
3.	SHC Services, Inc.	Clinical Magnet	Serial# 86649043

RECORDED: 11/19/2021