

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank	FORMERLY SunTrust Bank	12/16/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Optomi, LLC		
Street Address:	500 Colonial Center Parkway		
Internal Address:	Suite 140		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5291063	PROVALUS	
Registration Number:	5300762	OPTOMI	
Registration Number:	6011935	SANTÉKA	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-4396		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37635-41		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
DATE SIGNED:	12/22/2021		

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Total Attachments: 5

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS** (the "Release"), dated as of December 16, 2021, is made by Truist Bank, as successor by merger to SunTrust Bank, as lender ("Lender") for itself, its successors and permitted assigns, and the Secured Parties (as defined in the Credit Agreement referred to below) in favor of Optomi, LLC (the "Grantor").

WHEREAS, pursuant to that certain (i) Revolving Credit Agreement, dated as of December 20, 2018 (the "Credit Agreement") by and among Optomi, LLC (the "Borrower") and Lender, (ii) Trademark Security Agreement, dated as of December 20, 2018 (the "Original Trademark Security Agreement"), the Grantor has granted a continuing security interest in and continuing lien upon the Trademark Collateral (as such term is defined in the Original Trademark Security Agreement, the "Original Trademark Collateral") and (iii) Trademark Security Agreement, dated as of November 13, 2020, (the "2020 Trademark Security Agreement" and together with the Original Trademark Security Agreement, the "Trademark Security Agreements") the Grantor has granted a continuing security interest in and continuing lien upon the Trademark Collateral (as such term is defined in the 2020 Trademark Security Agreement, the "2020 Trademark Collateral" and together with the Original Trademark Collateral, the "Trademark Collateral");

WHEREAS, the (i) Original Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 27, 2018 at Reel 6563 and Frame 0293 and (ii) the 2020 Trademark Security Agreement was recorded at the USPTO on November 17, 2020 at Reel 7108 and Frame 0490; and

WHEREAS, Lender now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and the Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreements as the context may require.

SECTION 2. Termination and Release. The Lender hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademark Collateral and reassigns all right, title and interest in the Trademark Collateral to the Grantor. Any and all right, title, or interest of Lender in the Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO;

(c) releases without any recourse to the Lender and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned; and

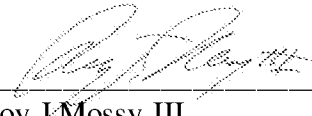
(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in the Trademark Collateral to be duly executed as of the date first set forth above.

TRUIST BANK,
as Lender

By: 
Name: Roy J. Mossy III
Title: SVP, Middle Market Banking

Acknowledged and Agreed

OPTOMI, LLC, as Grantor

By: 
Name: Charles Ruggiero.....
Title: Chief Executive Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]