

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722877

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 7935/0577
RESUBMIT DOCUMENT ID:	900674124

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, NATIONAL ASSOCIATION (successor by merger to STERLING NATIONAL BANK)		02/04/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CELLTRAK TECHNOLOGIES, INC.
Street Address:	300 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4706045	CONNECTED WITH CARE
Registration Number:	4665422	CELLTRAK
Registration Number:	4426240	CELLTRAK CAREMANAGER
Registration Number:	4463405	CELLTRAK VISITMANAGER
Registration Number:	4459739	CELLTRAK TIMEMANAGER

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Alexander Smith
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-2900

ATTORNEY DOCKET NUMBER:	78450-002
NAME OF SUBMITTER:	Alexander Smith

SIGNATURE:	/Alexander Smith/
DATE SIGNED:	04/21/2022
Total Attachments: 6 source=Release of Intellectual Property Security Agreement by Webster - CellTrak#page1.tif source=Release of Intellectual Property Security Agreement by Webster - CellTrak#page2.tif source=Release of Intellectual Property Security Agreement by Webster - CellTrak#page3.tif source=Release of Intellectual Property Security Agreement by Webster - CellTrak#page4.tif source=Release of Intellectual Property Security Agreement by Webster - CellTrak#page5.tif source=Release of Intellectual Property Security Agreement by Webster - CellTrak#page6.tif	

RELEASE OF INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release"), is dated as of February 4, 2022, and made by WEBSTER BANK, NATIONAL ASSOCIATION (successor by merger to Sterling National Bank), a national banking association ("Lender"), in favor of CELLTRAK TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated as of August 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor and Sterling National Bank, and (ii) Intellectual Property Security Agreement, dated as of August 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") made by Grantor in favor of Sterling National Bank, a security interest was granted by Grantor in certain collateral, including all right, title and interest of Grantor in, to and under all owned and thereafter acquired IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the patent division of the United States Patent and Trademark Office on September 2, 2021 at Reel 057370, Frame 0425;

WHEREAS, the IP Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on August 18, 2021 at Reel 7395, Frame 0577; and

WHEREAS, Lender now desires to terminate and release the IP Security Agreement.

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, Lender hereby states as follows:

1 Definitions: Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. The term "IP Collateral" as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in the following:

- (1) all patents and patent applications, including, without limitation, each patent and patent application referred to in Schedule I annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing item (1), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule I annexed hereto, any patent issued pursuant to a patent application referred to in Schedule I and any patent licensed under any patent license listed on Schedule I

annexed hereto;

- (3) all trademark registrations and trademark applications for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 2 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
 - (4) all products and proceeds of the foregoing item (3), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof.
- 2 Release of Security Interest. Lender does hereby terminate, release and discharge 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 Loan Agreement and the IP Security Agreement in the IP Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Lender in the IP Collateral.
 - 3 Recordation. Lender and Grantor authorize the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials to record and register this Release upon request by Grantor.
 - 4 Governing Law. **THIS RELEASE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.**
 - 5 Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND GRANTOR EACH IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS RELEASE, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS RELEASE.**
 - 6 Counterparts. This Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Release by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Release.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed by its authorized officer as of the date first written above.

SECURED PARTY:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

Name: John B. Hoesley

Title: Senior Managing Director

DEBTOR:

CELLTRAK TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed by its authorized officer as of the date first written above.

SECURED PARTY:

WEBSTER BANK, NATIONAL ASSOCIATION

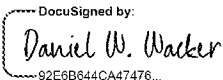
By: _____

Name: John B. Hoesley

Title: Senior Managing Director

DEBTOR:

CELLTRAK TECHNOLOGIES, INC.

By:  _____
DocuSigned by:
Daniel W. Wacker
92E6B644CA47476...

Name: Daniel w. Wacker _____

Title: CEO _____

SCHEDULE 1**PATENTS**

<u>Owner of Record</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Issue Date</u>	<u>Patent Number</u>
CellTrak Technologies, Inc.	Home Health Point-of-Care and Administration System	United States	10/24/2006	11/586,325	9/13/2011	8,019,622
CellTrak Technologies, Inc.	System and Method for Facilitating Outcome-Based Health Care	United States	10/24/2011	13/280,054	2/19/2013	8,380,542
CellTrak Technologies, Inc.	Systems and Methods for a Destination-Based Care Services Model	Canada	7/06/2012	2782272	9/03/2013	2,782,272
CellTrak Technologies, Inc.	Systems and Methods for Time Management in a Healthcare System	Canada	5/17/2013	2816583	11/25/2014	2,816,583

SCHEDULE 2

TRADEMARKS

<u>Owner of Record</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
CellTrak Technologies, Inc.	CONNECTED WITH CARE	Canada	1509869	1/4/2011	5/11/2016	TMA937513
CellTrak Technologies, Inc.	CELLTRAK	Canada	1509870	1/4/2011	5/11/2016	TMA937501
CellTrak Technologies, Inc.	CONNECTED WITH CARE (Standard Characters)	United States	85205532	12/24/2010	3/24/2015	4,706,045
CellTrak Technologies, Inc.	CELLTRAK	United States	85205536	12/24/2010	1/6/2015	4,665,422
CellTrak Technologies, Inc.	CONNECTED WITH CARE	European Union	9646118	1/7/2011	6/15/2011	9646118
CellTrak Technologies, Inc.	CONNECTED WITH CARE	United Kingdom	UK00909646118	1/7/2011	6/15/2011	UK0090964118
CellTrak Technologies, Inc.	CELLTRAK CAREMANAGER	United States	85606298	4/24/2012	10/29/2013	4,426,240
CellTrak Technologies, Inc.	CELLTRAK CAREMANAGER	Canada	1575544	4/30/2012	3/31/2016	TMA933058
CellTrak Technologies, Inc.	CELLTRAK VISITMANAGER	United States	85606323	4/24/2012	1/7/2014	4,463,405
CellTrak Technologies, Inc.	CELLTRAK VISITMANAGER	Canada	1575547	4/30/2012	3/31/2016	TMA933059
CellTrak Technologies, Inc.	CELLTRAK TIMEMANAGER	United States	85606308	4/24/2012	12/31/2013	4,459,739
CellTrak Technologies, Inc.	CELLTRAK TIMEMANAGER	Canada	1575543	4/30/2012	3/31/2016	TMA933057
CellTrak Technologies, Inc.	CAREATTEND	United States	90552534	3/1/2021	pending	pending