

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT RECORDED AT REEL/FRAME NO.: 6142/0220		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		08/25/2022	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	OLIVER-PYATT CENTERS, LLC		
Street Address:	6100 SW 76th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4699894	CLEMENTINE	
Registration Number:	4707762	E	
Registration Number:	4699370	EMBRACE	
Registration Number:	4525514	OLIVER-PYATT CENTERS	
Registration Number:	3798226	OLIVER-PYATT CENTERS RECOVERY BEGINS NOW	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	24844-5		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	08/26/2022		

CH \$140.00 4699894

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2022 (this “Release”), is made by MidCap Financial Trust, as administrative agent (in such capacity and together with its successors and assigns, the “Agent”) for the Secured Creditors (as defined in the Security Agreement referred to below) in favor of Oliver-Pyatt Centers, LLC (with all successors thereof, the “Grantor”).

WHEREAS, the Grantor entered into a Credit Agreement dated as of August 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MONTE NIDO INTERMEDIATE HOLDINGS III, LLC (the “Borrower”), MONTE NIDO INTERMEDIATE HOLDINGS II, LLC (the “Holdings”), the other Guarantors from time to time party thereto, and the Agent and the Lenders from time to time party thereto;

WHEREAS, under the terms of the Credit Agreement, Grantor granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor, to the Agent for the benefit of the Secured Parties in that certain Trademark Security Agreement (the “Security Agreement”) dated and recorded at the United States Patent and Trademark Office on August 30, 2017 at: Reel 006142 Frame 0220;

WHEREAS, to the extent a security interest was granted with respect to all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is party, including intellectual property listed on Schedule A attached hereto, all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (collectively, the “Intellectual Property Collateral”), Agent now wishes to release the security interests granted in the Intellectual Property Collateral; and

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, Agent, and Grantor agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.
2. Termination and Release. Agent hereby:
 - i. terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in and to the Intellectual Property Collateral;

- ii. represents and warrants that it has full authority to execute and deliver this Release; and
 - iii. authorizes the recordation of this Release with any government office, including but not limited to the United States Patent and Trademark Office, at Grantor's expense.
3. Further Assurances. Agent, upon Grantor's written request and at Grantor's sole cost and expense, agree to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Agent will, upon Grantor's request and at Grantor's sole cost and expense, execute and deliver a reasonable release of such Intellectual Property Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Intellectual Property Collateral and/or release any interest in the Intellectual Property Collateral conveyed therein.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its investment manager



By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 007817 FRAME: 0894

Schedule A

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Grantor and Current Owner of Record
CLEMENTINE	US	86385683 9/4/2014	4699894 3/10/2015	REGISTERED	OLIVER-PYATT CENTERS, LLC
E (WORD & DESIGN) 	US	86350728 7/29/2014	4707762 3/24/2015	REGISTERED	OLIVER-PYATT CENTERS, LLC
EMBRACE	US	86348428 7/25/2014	4699370 3/10/2015	REGISTERED	OLIVER-PYATT CENTERS, LLC
OLIVER-PYATT CENTERS	US	86073292 9/24/2013	4525514 5/6/2014	REGISTERED	OLIVER-PYATT CENTERS, LLC
OLIVER-PYATT CENTERS RECOVERY BEGINS NOW. (WORD & DESIGN) 	US	77647426 1/12/2009	3798226 6/8/2010	REGISTERED	OLIVER-PYATT CENTERS, LLC