

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		08/31/2023	SWISS BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	THERAPY DIRECT, LLC		
Street Address:	1208 POINTE CENTRE DRIVE, SUITE 230		
City:	CHATTANOOGA		
State/Country:	TENNESSEE		
Postal Code:	37421		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5284039	THERAPY DIRECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2103056		
NAME OF SUBMITTER:	ELIZABETH ESTEP		
SIGNATURE:	/ELIZABETH ESTEP/		
DATE SIGNED:	08/31/2023		
Total Attachments: 4			
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FIRST LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This FIRST LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS is dated as of August 31, 2023 (this “Release”), and executed and delivered by Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as Administrative Agent, in favor of Therapy Direct, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, reference is made to (a) the First Lien Credit Agreement dated as of November 20, 2019, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Upstream Holdco, Inc., a Delaware corporation (“Holdings”), Upstream Intermediate Holdco, Inc., a Delaware corporation (“Merger Sub”), the Borrower, the Lenders from time to time party thereto and Credit Suisse, as Administrative Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of November 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, Merger Sub, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and Credit Suisse, as Administrative Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered that certain First Lien Trademark Security Agreement, dated as of November 20, 2019 (the “First Lien Trademark Security Agreement”), whereby the Grantor granted the Administrative Agent a security interest in and continuing lien upon certain Trademarks (as defined in the Collateral Agreement), including the Trademark set forth on Schedule I hereto, including all goodwill associated therewith or symbolized thereby (the “Released Trademark”);

WHEREAS, the First Lien Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on November 20, 2019, at Reel 6800, and Frame 0221; and

WHEREAS, the Administrative Agent wishes to release any security interest it has in or to the Released Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement or (in the case of terms that are defined in the Credit Agreement and not defined in the Collateral Agreement) in the Credit Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Release, *mutatis mutandis*.

SECTION 2. Release of Security Interest. The Administrative Agent does hereby release and convey to the Grantor, without any representation, recourse or undertaking by the Administrative Agent, all of the Administrative Agent’s right, title, interest in or to the Released Trademark.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.

SECTION 4. Counterparts. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Release.

SECTION 5. Incorporation by Reference. The provisions of Sections 7.02, 7.03, 7.08 and 7.09 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this First Lien Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Administrative
Agent

by



Name: Komal Shah
Title: Authorized Signatory

by



Name: Nawshaer Safi
Title: Authorized Signatory

SCHEDULE I

Trademarks*U.S. Trademark Registrations*

Registered Owner	Mark	Registration Number	Registration Date
Therapy Direct, LLC	THERAPY DIRECT & Design Trademark	5,284,039	9/12/2017

U.S. Trademark Applications

None.