

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM866147

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital One, National Association, as Collateral Agent		01/05/2024	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emerus Holdings, Inc.		
<b>Street Address:</b>	8686 New Trails Dr., Suite 100		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77381		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6174459	HEALTHCARING IS OUR CALLING	
<b>Registration Number:</b>	6164113		
<b>Registration Number:</b>	6523015	EMERUS HEALTHCARING IS OUR CALLING	
<b>Registration Number:</b>	6481605	EMERUS	
<b>Registration Number:</b>	6481596	EMERUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932652		
<b>Email:</b>	HEATHER.POITRAS@LW.COM		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	058913-0043 HP		
<b>NAME OF SUBMITTER:</b>	Heather Poitras		
<b>SIGNATURE:</b>	/hp/		
<b>DATE SIGNED:</b>	01/05/2024		

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**Total Attachments: 3**

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**RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of January 5, 2024, is made by Capital One, National Association, in its capacity as collateral agent (the “Collateral Agent”) in favor of Emerus Holdings, Inc., a Delaware corporation (the “Grantor”), as follows:

**WITNESSETH:**

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of March 23, 2021 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the Collateral Agent and the other parties party thereto, and that certain Trademark Security Agreement between the Grantor and the Collateral Agent, dated as of March 23, 2021 and recorded with the United States Patent and Trademark Office on March 23, 2021 at Reel 7230, Frame 0341 (the “Trademark Security Agreement”), the Grantor granted a security interest in certain collateral in favor of the Collateral Agent, including the Trademark Collateral; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. **Definitions.** All capitalized terms not defined herein have the meanings set forth in the Security Agreement or Trademark Security Agreement, as applicable.

2. **Release of Security Interest.** The Collateral Agent, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor and its successors and assigns, its security interest in and to the Trademark Collateral, including the Trademarks listed on Annex I hereto. The Trademark Security Agreement and any and all right, title and interest of the Collateral Agent in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Collateral Agent’s security interest in the Trademark Collateral.

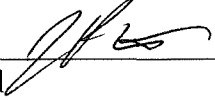
3. **Delivery by Facsimile.** Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as manual signatures.

4. **Governing Law.** THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Jay Patel  
Title: Duly Authorized Signatory

**ANNEX I**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Current Owner of Record</b>
HEALTHCARING IS OUR CALLING	United States	6174459	10/13/2020	Emerus Holdings, Inc.
DESIGN ONLY	United States	6164113	9/29/2020	Emerus Holdings, Inc.
EMERUS HEALTHCARING IS OUR CALLING	United States	6523015	10/19/2021	Emerus Holdings, Inc.
EMERUS	United States	6481605	9/14/2021	Emerus Holdings, Inc.
EMERUS	United States	6481596	9/14/2021	Emerus Holdings, Inc.