### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI84018

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Regions Bank, as Collateral Agent		03/11/2024	Corporation: GEORGIA

#### **RECEIVING PARTY DATA**

Company Name:	American HealthTech, Inc.	
Street Address:	574 Highland Colony Parkway, Suite 200	
City:	Ridgeland	
State/Country:	MISSISSIPPI	
Postal Code:	39157	
Entity Type:	Corporation: MISSISSIPPI	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2863936	AMERICAN HEALTHTECH
Registration Number:	2861858	AMERICAN HEALTHTECH

#### **CORRESPONDENCE DATA**

7043311159 Fax Number:

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: 7043311000

Email: amberwest@mvalaw.com,pto\_tmconfirmation@mvalaw.com

**Correspondent Name:** John Slaughter

Address Line 1: 100 North Tryon Street, Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	029925.196
NAME OF SUBMITTER:	AMBER WEST
SIGNATURE:	AMBER WEST
DATE SIGNED:	03/11/2024

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 008367 FRAME: 0777

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 11, 2024 ("<u>Release</u>"), is made by Regions Bank, as Collateral Agent ("<u>Collateral Agent</u>") in favor of American HealthTech, Inc., a Mississippi corporation ("<u>Obligor</u>").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of January 8, 2016 (as amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligor, Collateral Agent, and others party thereto, Obligor granted to the Collateral Agent, for the benefit of the holders of the Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Obligor executed and delivered to Collateral Agent the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on January 11, 2016 at Reel 5706 Frame 0226 ("<u>Notice</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Obligor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Collateral Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Obligor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
  - (b) authorizes the recordation of this Release with the USPTO at Obligor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Regions Bank, as Collateral Agent

Name: George Hunter

Title: Vice President

#### Schedule A

# American HealthTech, Inc. (Mississippi Corporation)

U.S. Trademarks Subject to Security Interest Granted by American HealthTech, Inc. In Favor of Regions Bank, as Collateral Agent Recorded January 11, 2016 at Reel 5706 Frame 0226

### **Trademark Registrations**

Mark	Reg. No.	Reg. Date
AMERICAN HEALTHTECH	2863936	07/20/2004
AMERICAN HEALTHTECH	2861858	07/13/2004

13531393v1

RECORDED: 03/11/2024

TRADEMARK REEL: 008367 FRAME: 0780