

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, as administrative agent		04/12/2013	banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	AxelaCare Health Solutions, LLC		
Street Address:	9730 Pflumm Road		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66215		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85579900	AXELACARE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339669-39		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

Date:

04/12/2013

Total Attachments: 4

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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of April 12, 2013 by Fifth Third Bank, an Ohio banking corporation, as administrative agent for certain financial institutions (“**Administrative Agent**”), in favor of AxelaCare Health Solutions, LLC, a Delaware limited liability company (“**Grantor**”).

**WITNESSETH:**

WHEREAS, Administrative Agent and Grantor are party to that certain Trademark Security Agreement, dated as of December 18, 2012 (the “**Security Agreement**”; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), recorded with the United States Patent and Trademark Office on December 19, 2012 at Reel 4923, Frame 596, pursuant to which Grantor granted a security interest to Administrative Agent in, and a collateral assignment to Administrative Agent of, among other things, the Trademark registrations and Trademark applications (and intellectual property relating to same) of Grantor, including, without limitation, the Trademark registrations and Trademark applications (and intellectual property relating to same) set forth on Exhibit A attached hereto;

WHEREAS, Grantor has requested that Administrative Agent release its security interest in certain of the Trademark registrations and Trademark applications of Grantor and reassign the same to Grantor; and

WHEREAS, Administrative Agent has agreed to terminate and release the entirety of its security interest in and to Grantor’s Trademark registrations and Trademark applications.

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

1. Administrative Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests in all of Grantor’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

- (a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to on Exhibit A attached hereto;
- (b) each Trademark license referred to on Exhibit A attached hereto;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to on Exhibit A attached hereto, the Trademark registrations issued with respect to the Trademark applications referred to on Exhibit A attached hereto and the Trademarks licensed under any Trademark license referred to on Exhibit A attached hereto.


2. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, all of Administrative Agent's right, title and interest in and to the Trademark Collateral and does hereby authorize Grantor (personally or through its designees and at Grantor's sole expense) to take all actions reasonably necessary to release and terminate any and all security interests and other liens in the Trademark Collateral. If and to the extent Administrative Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

3. Administrative Agent shall take all further actions, reasonably acceptable to Administrative Agent, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

**FIFTH THIRD BANK**, as  
Administrative Agent

By:   
Name: Lee Bowen  
Title: V.P.

Trademark Release and Reassignment

**TRADEMARK**  
**REEL: 005005 FRAME: 0880**

**EXHIBIT A**

**TRADEMARK APPLICATIONS**

**Trademark Application**

**Application Filing Date**

**Application Serial No.**

AXELACARE

5/26/12

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