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ETAS ID: TM375772

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release and Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alerion Investment Partners I, L.P.		03/04/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	JTL Enterprises, Inc.	
Street Address:	15395 Roosevelt Boulevard	
City:	Clearwater	
State/Country:	FLORIDA	
Postal Code:	33760	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2593234	HYDROMASSAGE
Registration Number:	3536756	HYDROMASSAGE
Registration Number:	1819454	AQUAMED
Registration Number:	2255485	AQUA SOOTHE

CORRESPONDENCE DATA

Fax Number: 8602515211

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: 860-251-5703

Email: trademarks@goodwin.com
Correspondent Name: Barb Villandry, Paralegal
Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza

Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER:	828-07
NAME OF SUBMITTER:	Barb Villandry, Paralegal
SIGNATURE:	/Barb Villandry/
DATE SIGNED:	03/07/2016

Total Attachments: 4

TRADEMARK REEL: 005746 FRAME: 0784 source=2016 03 04 Alerion-JTL Release and Reassignment for USPTO - March 2016#page1.tif source=2016 03 04 Alerion-JTL Release and Reassignment for USPTO - March 2016#page2.tif source=2016 03 04 Alerion-JTL Release and Reassignment for USPTO - March 2016#page3.tif source=2016 03 04 Alerion-JTL Release and Reassignment for USPTO - March 2016#page4.tif

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RELEASE AND REASSIGNMENT

This RELEASE AND REASSIGNMENT is made this ______ day of March, 2016 by Alerion Investment Partners I, L.P.

WITNESSETH:

WHEREAS, Alerion Investment Partners I, L.P., a Delaware limited partnership with an address at 23 Old Kings Highway South, Darien, Connecticut 06820 (the "Investor") and JTL Enterprises, Inc., a Delaware corporation with an address at 15395 Roosevelt Boulevard, Clearwater, Florida 33760 (the "Company") are parties to a certain Security Agreement dated as of August 18, 2009 (the "Security Agreement"), pursuant to which Company granted a security interest in and to the Collateral, including without limitation all of the Company's patents, patent applications, trademarks, service marks, trademark and service mark registrations, and trademark and service mark applications listed on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on August 27, 2009 at Reel/Frame 4051/0003 and Reel/Frame 23148/374;

WHEREAS, all capitalized terms not defined in this Release and Reassignment shall have the meanings set forth in the Security Agreement; and

WHEREAS, the Obligations have been fully satisfied and, therefore, Company has requested that Investor release its security interest in the Collateral and reassign the same to Company.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

(1) Investor hereby releases its security interest and terminates all of its right, title, and interest in and to all of the Collateral arising pursuant to the Security Agreement, including without limitation, the patents, patent applications, trademarks, service marks, and trademark and service mark registrations and applications listed on Schedule A, attached hereto and made a part hereof, and (a) all renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present, and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Company's business connected with and symbolized by the trademarks and service marks.

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- (2) Investor hereby reassigns, grants, and conveys to Company, without any representation, recourse or undertaking by Investor, all of Investor's right, title, and interest, in and to all of the Collateral arising pursuant to the Security Agreement, including without limitation, the patents, patent applications, trademarks, service marks, and trademark and service mark registrations and applications listed on Schedule A, and (a) all renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (c) the right to sue for past, present, and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Company's business connected with and symbolized by the trademarks and service marks.
- (3) In the event that Investor is not reasonably available or able to execute any necessary documentation after the effective date of this Release and Reassignment to effectuate the scope of this Release and Reassignment, or if obtaining such signatures is not commercially feasible, Investor hereby appoints Company to be its attorney in fact to effectuate the purposes of this Release and Reassignment, and hereby authorizes Company to file any assignment documentation for purposes of releasing security interests on its behalf with respect to any and all Collateral referred to in the Security Agreement.

[Signature Page Follows.]

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

ALERION INVESTMENT PARTNERS I, L.P.

By: Alerion Investment Managers I, LLC,

its general partner

By:

Name: Michael Persky Title: Member/Manager

Schedule A

Trademarks

No.	Trademark	Reg. No.
1	HYDROMASSAGE	2,593,234
2	HYDROMASSAGE	3,536,756
3	AQUAMED	1,819,454
4	AQUA SOOTHE	2,255,485

Patents

No.	Patent	Reg. No.
1	Hydromassage Chair	5,827,206

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