

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH STREET FINANCE CORP.		03/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pediatric Special Care, Inc.		
Street Address:	5220 Spring Valley Road, Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1766394	PEDIATRIC SPECIAL CARE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	95636.00002 R5844 F0673		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	03/17/2017		
Total Attachments: 3			
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TRADEMARK SECURITY RELEASE

THIS TRADEMARK SECURITY RELEASE (this "Release") is made as of March 16, 2017, by FIFTH STREET FINANCE CORP., as Administrative Agent for itself and for certain other Lenders as defined in the Credit Agreement (as such terms are hereinafter defined) (together with its successors and assigns, "Administrative Agent"), in favor of PEDIATRIC SPECIAL CARE, INC., a Michigan corporation ("Grantor").

WITNESSETH:

WHEREAS, Agent and Grantor are party to that certain Grant of Security Interest in Trademark Rights dated as of July 29, 2016 (the "Security Agreement"; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), and recorded at the United States Patent and Trademark Office at Reel 005844, Frames 0673-0679, pursuant to which Grantor granted to Administrative Agent for the benefit of Administrative Agent and the Lenders, a continuing security interest in the Trademarks (including among other things, the Trademark registrations and Trademark applications set forth on Exhibit A attached hereto; collectively, the "Trademark Collateral");

WHEREAS, Grantor has requested that Administrative Agent release its continuing security interest in the Trademark Collateral; and

WHEREAS, Administrative Agent has agreed to terminate and release the entirety of its continuing security interest in and to the Trademark Collateral.

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, and releases its continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral.
2. Administrative Agent hereby releases and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest that it may have obtained in and to the Trademark Collateral and does hereby authorize Grantor (personally or through its counsel, agents, or 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 Security Release to be duly executed by its duly authorized officer as of the day and year first above written.

Very truly yours,

ADMINISTRATIVE AGENT:

FIFTH STREET FINANCE CORP.,
a Delaware corporation


By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: 

Name: Patrick J. Dalton
Title: Co-President

EXHIBIT A

Trademark Security Interests to be Released

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Grantor</u>
 Pediatric Special Care	USA	1766394	Pediatric Special Care, Inc.

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