

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468856

<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>
NXT Capital, LLC		04/05/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospira Florida LLC		
<b>Street Address:</b>	880C Holcomb Bridge Road, Suite C250		
<b>City:</b>	Roswell		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30076		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3677929	NPI	
<b>Registration Number:</b>	3926351	NPI	
<b>Registration Number:</b>	4139430	NPI NATIONAL PAIN INSTITUTE	
<b>Registration Number:</b>	3263557	NATIONAL PAIN INSTITUTE	
<b>Registration Number:</b>	3455316	NATIONAL PAIN INSTITUTE	
<b>Registration Number:</b>	3710840	NATIONAL PAIN INSTITUTE	
<b>Registration Number:</b>	3455315		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312.372.2000		
<b>Email:</b>	pcostello@mwe.com, sgratton@mwe.com, cvicino@mwe.com		
<b>Correspondent Name:</b>	Carolyn M. Vicino		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>NAME OF SUBMITTER:</b>	Carolyn M. Vicino		
<b>SIGNATURE:</b>	/Carolyn M. Vicino/		

CH \$190.00 3677929

<b>DATE SIGNED:</b>	04/06/2018
<b>Total Attachments: 3</b> source=Prospira Florida - Trademark Collateral Release and Reassignment#page1.tif source=Prospira Florida - Trademark Collateral Release and Reassignment#page2.tif source=Prospira Florida - Trademark Collateral Release and Reassignment#page3.tif	

**TRADEMARK COLLATERAL RELEASE AND REASSIGNMENT**

THIS TRADEMARK COLLATERAL RELEASE AND REASSIGNMENT is made as of April 5, 2018, by NXT Capital, LLC (“Grantee”).

W I T N E S S E T H:

WHEREAS, Prospira Florida LLC, a Florida limited liability company (“Grantor”) and Grantee (as successor administrative agent to Bank of Montreal (in such capacity, “Prior Grantee”)) were parties to that certain Trademark Collateral Agreement dated as of December 31, 2012 (the “Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), in each case, pursuant to which Grantor granted a lien on security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on January 8, 2013, at Reel 4938 and Frame 0047;

WHEREAS, Prior Grantee assigned all of its rights, interests, duties, and obligations under the Security Agreement to Grantee pursuant to that certain Assignment of Trademark Collateral Agreement (“Security Agreement Assignment”) dated as of March 27, 2014;

WHEREAS, the Security Agreement Assignment was recorded by the United States Patent and Trademark Office on March 27, 2014, at Reel 5248 and Frame 0265;and

WHEREAS, Grantor has requested that Grantee release its lien on and security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Grantee hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) all proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantee has caused this Trademark Collateral Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC

By: 

Name: Jeremy DeFrancisco

Title: Vice President

**SCHEDULE A**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION
NPI	3,677,929	September 1, 2009
NPI (New Logo)	3,926,351	March 1, 2011
NPI (New Logo and Wording)	4,139,430	May 8, 2012
National Pain Institute	3,263,557	July 10, 2007
National Pain Institute (design)	3,455,316	June 24, 2008
National Pain Institute	3,710,840	November 17, 2009
Miscellaneous Design	3,455,315	June 24, 2008

**FEDERAL TRADEMARK APPLICATIONS**

None.