

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468852

<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 Paincare, Inc.		
<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>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4351704	PROSPIRA PAINCARE	
<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/		
<b>DATE SIGNED:</b>	04/06/2018		
<b>Total Attachments: 3</b>			
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**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 Pincare, Inc., a Delaware corporation (“Grantor”) and Grantee were parties to that certain Trademark Collateral Agreement dated as of March 27, 2014 (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 March 27, 2014, at Reel 5244 and Frame 0960;

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**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION
Prospira Paincare	4,351,704	09/11/2012

**FEDERAL TRADEMARK APPLICATIONS**

TRADEMARK	APPLICATION NUMBER	DATE OF APPLICATION
Prospira Paincare <sup>1</sup>	85/574,081	03/20/2012