

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEMBROKE AGENT LLC		11/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cano Health, LLC		
Street Address:	9725 NW 117th Avenue, Suite 200		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88778815	CANOPANORAMA	
Serial Number:	88778822	CANOPANORAMA	
Registration Number:	5614751	CANO DENTAL	
Registration Number:	5620408	CANODENTAL	
Registration Number:	5646321	CANOHEALTH	
Registration Number:	4926286	CANO HEALTH	
Registration Number:	4757572	"MODERN MEDICINE. FAMILY VALUES."	
Registration Number:	4938573	CANO	
Registration Number:	4956569		
Registration Number:	4814992	"MEDICINA DE PRIMERA. ATENCION DE FAMILI	
Registration Number:	4583713	CANO HEALTH	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Avenue		

OP \$290.00 88778815

Address Line 2: Goodwin Procter LLP
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 135421-312419

NAME OF SUBMITTER: Troy Root

SIGNATURE: /s/ Troy Root

DATE SIGNED: 12/02/2020

Total Attachments: 4

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (the “Release”) is made as of November 23, 2020 (the “Release Date”) by PEMBROKE AGENT LLC, as an administrative agent (the “Second Lien Agent”), for the benefit of CANO HEALTH, LLC, a Florida limited liability company (the “Debtor”).

WHEREAS, the Debtor entered into that certain Second Lien Intellectual Property Security Agreement, dated as of June 1, 2020 with the Second Lien Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which Debtor has granted to the Second Lien Agent a continuing security interest in all of such Debtor's right, title and interest in and to, whether now owned or hereafter acquired or arising, certain Collateral, including the registered trademarks and pending applications for registration of trademarks listed on **Schedule 1** hereto (collectively, the “Trademarks”);

WHEREAS, on June 1, 2020, the Second Lien Agent recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 006949, Frame 0711, notices of security interests in the Trademarks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that the Second Lien Agent release their security interest in the Trademarks.


NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Second Lien Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Second Lien Agent hereby irrevocably and forever terminates the Security Agreement and terminates, releases and discharges the entirety of the security interest and continuing lien on the Trademarks.
2. Recordation of Release. The Second Lien Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO at the Debtor's sole cost and expense.
3. Further Actions. The Second Lien Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Second Lien Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

PEMBROKE AGENT LLC, as Second Lien Agent

By: 
Name: Jeremy Gelber
Title: Authorized Signatory

SCHEDULE I

Trademark Registrations/ Applications

Grantor	Mark	Application/ Registration No.	Jurisdiction	Filing Date	Registration Date
Cano Health, LLC	CANOPANORAMA <i>Slylized Letters</i>	App 88778815 / Reg pending	United States	January 30, 2020	Pending
Cano Health, LLC	CANOPANORAMA	App 88778822 / Reg pending	United States	January 30, 2020	Pending
Cano Health, LLC	CANO DENTAL	App 87674696 / Reg 5614751	United States	November 7, 2017	November 27, 2018
Cano Health, LLC	CANODENTAL <i>Word and Design</i>	App 87674716 / Reg 5620408	United States	November 7, 2017	December 4, 2018
Cano Health, LLC	CANOHEALTH <i>Word and Design</i>	App 87573793 / Reg 5646321	United States	August 17, 2017	January 8, 2019
Cano Health, LLC	CANO HEALTH	App 86653847 / Reg 4926286	United States	June 5, 2015	March 29, 2016
Cano Health, LLC	"MODERN MEDICINE. FAMILY VALUES." Cross References: MODERN MEDICINE FAMILY VALUES	App 86350133 / Reg 4757572	United States	July 28, 2014	June 16, 2015

Cano Health, LLC	CANO	App 86348090 / Reg 4938573	United States	July 25, 2014	April 12, 2016
Cano Health, LLC	<i>Design Only</i>	App 86348113 / Reg 4956569	United States	July 25, 2014	May 10, 2016
Cano Health, LLC	"MEDICINA DE PRIMERA. ATENCION DE FAMILIA." Cross References: MEDICINA DE PRIMERA ATENCION DE FAMILIA Translation: FIRST CLASS MEDICINE. FAMILY ATTENTION	App 86347772 / Reg 4814992	United States	July 25, 2014	September 15, 2015
Cano Health, LLC	CANO HEALTH	App 86145821 / Reg 4583713	United States	December 17, 2013	August 12, 2014

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REEL: 007120 FRAME: 0975

RECORDED: 12/02/2020