

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARMARK SBIC FUND II, L.P.		12/14/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SmartcareOS, LLC		
Street Address:	4175 Cameron St Suite B		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5863664	SMARTCARE LEADING EDGE FOR EARLY LEARNIN	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	12/16/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “**Release**”) is made as of December 14, 2020, by GARMARK SBIC FUND II, L.P. (the “**Grantee**”) in favor of SMARTCAREOS, LLC, a Delaware limited liability company (the “**Grantor**”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of November 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by Grantor in favor of Grantee, and (ii) that certain Supplement to Security Agreement (Trademarks), dated as of November 29, 2018, by Grantor in favor of Grantee (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), Grantor granted to Grantee a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Trademarks (as defined in the Trademark Security Agreement), together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof, including, without limitation, the trademarks and trademark applications identified on Schedule 1 attached hereto (collectively, the “**IP Collateral**”);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on November 30, 2018 at Reel 06491, Frame 0430;

WHEREAS, Grantor has satisfied in full the terms of the Security Agreement and the Trademark Security Agreement and requests a release of the IP Collateral; and

WHEREAS, pursuant to the terms of that certain Payoff Letter, dated as of December 11, 2020, between Grantor and Grantee (the “Payoff Letter”), Grantee desires to terminate and grant a release of the IP Collateral as provided in this Release and the Payoff Letter.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby agree as follows:

1. Grantee hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Collateral in its entirety and (c) reassigns to Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the IP Collateral.
2. Grantee hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Grantee’s security interest in the IP Collateral.
3. At the reasonable request and sole expense of Grantor, Grantee agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

4. Delivery of an executed signature page of this Release by facsimile or electronic transmission (e.g., email of a PDF file) shall be as effective as delivery of a manually executed counterpart hereof. The words "executed," "signed," "signature," and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

[Signature Page to Release of Security Interest in Trademarks]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTEE:

GARMARK SBIC FUND II, L.P.

By: GARMARK SBIC ASSOCIATES II LLC, its
General Partner

By: 

Name: Steven C. Pickhardt

Title: Managing Partner

Schedule 1

United States Trademark Registrations and Trademark Applications

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
“Smartcare Leading Edge for Early Learning.” Please see image at https://tmimg-al.uspto.gov/resting2/api/img/87699777/large	9/17/19	5863664