

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		05/13/2021	Bank:

RECEIVING PARTY DATA

Name:	DIVERSIFIED CLINICAL SERVICES, INC.
Street Address:	P.O. BOX 551187
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4193178	WOUNDSTAR
Registration Number:	4178151	WOUNDSTAR
Registration Number:	4266527	INTEGRATED WOUND SPECIALISTS AN AFFILIAT
Registration Number:	3490844	DIVERSIFIED CLINICAL SERVICES
Registration Number:	4057019	WOUND CARE MATTERS
Registration Number:	3483569	DIVERSIFIED CLINICAL SERVICES HEALING WO
Registration Number:	3661389	I-HEAL
Registration Number:	4538598	
Registration Number:	4228019	INTEGRATED WOUND SPECIALISTS

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Claudia Stantzyk-Guzek

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

TRADEMARK

ATTORNEY DOCKET NUMBER:	C.S-Guzek - 52010.0003
NAME OF SUBMITTER:	Claudia Stantzyk-Guzek
SIGNATURE:	/Claudia Stantzyk-Guzek/
DATE SIGNED:	05/13/2021
Total Attachments: 4 source=Healogics - Trademark Release (R.F. 5313-0828)_WEIL_97961127_3#page1.tif source=Healogics - Trademark Release (R.F. 5313-0828)_WEIL_97961127_3#page2.tif source=Healogics - Trademark Release (R.F. 5313-0828)_WEIL_97961127_3#page3.tif source=Healogics - Trademark Release (R.F. 5313-0828)_WEIL_97961127_3#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), dated as of May 13, 2021, made by JPMORGAN CHASE BANK, N.A., (in such capacity, the “Collateral Agent”) in favor of DIVERSIFIED CLINICAL SERVICES, INC., a Delaware corporation (the “Grantor”). Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Guarantee and Collateral Agreement and the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”), among the Grantor, the Parent Borrower, the Subsidiary Borrower, Holdings and certain other Domestic Subsidiaries of Borrower other than Grantor, the Grantor and the Collateral Agent executed and delivered that certain Notice and Confirmation of First Lien Grant of Security Interest in Trademarks, dated as of July 1, 2014, recorded by the U.S. Patent & Trademark Office (the “USPTO”) on July 1, 2014 at Reel/Frame 5313/0828 (the “Trademark Security Agreement”);

WHEREAS, under the Trademark Security Agreement, the Grantor confirmed that pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products thereof (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers; and

WHEREAS, the Collateral Agent has agreed to terminate, cancel and release the entirety of its security interest in and to the Trademark Collateral set forth on Schedule I.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Release of Security Interest. The Collateral Agent, without representation, covenant or warranty, express or implied, and without recourse to the Collateral Agent, hereby terminates, cancels and releases its security interest in all of the Trademark Collateral set forth on Schedule I, including any and all goodwill relating to the same, and assigns, transfers and conveys to Grantor any and all of its rights, title and interests in the Trademark Collateral.

2. Authorization; Further Assurances. The Collateral Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Release. The Collateral Agent hereby authorizes the Grantor to record this Release with the USPTO. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to take such other actions as may be reasonably requested by the Grantor to release,

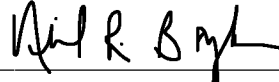
cancel and terminate any and all security interests and other liens in the Trademark Collateral set forth on Schedule I, which shall be at the Grantor's sole expense.

3. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[signature page follows]

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

JPMORGAN CHASE BANK, N.A.

By: 
Name: Neil R. Boylan
Title: Managing Director

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	App. or Reg. Number	App. or Reg. Date	Jurisdiction
WOUNDSTAR	Registered	4,193,178	8/21/2012	U.S.
WOUNDSTAR	Registered	4,178,151	7/24/2012	U.S.
INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES, INC. (& Design)	Registered	4,266,527	1/1/2013	U.S.
DIVERSIFIED CLINICAL SERVICES	Registered	3,490,844	6/9/2008	U.S.
WOUND CARE MATTERS	Registered	4,057,019	11/15/2011	U.S.
DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES. (& Design)	Registered	3,483,569	5/27/2008	U.S.
I-HEAL	Registered	3,661,389	12/18/2007	U.S.
Design	Registered	4,538,598	8/13/12	U.S.
INTEGRATED WOUND SPECIALISTS	Registered	4,228,019	10/16/12	U.S.