

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		07/01/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Gastro Health, LLC
Street Address:	9500 S Dadeland Blvd.
City:	Miami
State/Country:	FLORIDA
Postal Code:	33156
Entity Type:	Limited Liability Company: FLORIDA
Name:	Gastro Health Holdco, LLC
Street Address:	900-100 Adelaide St. W.
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 0E2
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5986058	
Registration Number:	5916697	
Registration Number:	5968994	
Registration Number:	5928622	GASTRO HEALTH
Registration Number:	3390403	DIGESTIVE CARE
Registration Number:	3541130	DIGESTIVE CARE
Serial Number:	88297155	

CORRESPONDENCE DATA

Fax Number:

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: 12123186532

Email: alanagramer@paulhastings.com

TRADEMARK

Correspondent Name: /s/ Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: ALANA M Gramer

SIGNATURE: /s/ Alana Gramer

DATE SIGNED: 07/01/2021

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 1, 2021, by BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Lenders and L/C Issuers (in such capacity, "Grantee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 4, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gastro Health Holdco, LLC, a Delaware limited liability company (the "Borrower"), Gastro Health, LLC (the "Grantor") as a Guarantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto and Grantee, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of March 2, 2020 (the "Security Agreement") pursuant to which Grantor granted to Grantee a continuing security interest in and lien on the Trademark Collateral (as defined below) including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on February 23, 2021, at Reel 7201, Frame 0170;

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

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Grantee's security interest in and lien on the Trademarks and Trademark Collateral.

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

1. Grantee hereby terminates the Security Agreement and releases its security interest in all right, title and interest of the Grantor in, to and under the following (collectively the "Trademark Collateral"):

(i) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Trademarks and the Trademark Collateral.

3. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

[Signature Page Follows]

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



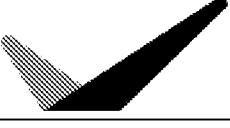


BMO HARRIS BANK N.A.

By: 
Name: Ketan Parikh
Title: Managing Director


SCHEDULE A

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status	Owner
	USA	88297146 2/11/19	5986058 2/11/2020	Registered	Gastro Health, LLC
	USA	88297157 2/11/19	5916697 11/19/19	Registered	Gastro Health, LLC
	USA	88297161 2/11/19	5968994 1/21/2020	Registered	Gastro Health, LLC
GASTRO HEALTH 	USA	88297183 2/11/19	5928622 12/3/19	Registered	Gastro Health, LLC
Digestive CARE	USA	77221874 7/3/07	3390403 2/26/08	Registered	Gastro Health, LLC
	USA	77221890 7/3/07	3541130 12/2/08	Registered	Gastro Health, LLC

2. TRADEMARK APPLICATIONS

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status	Owner
	USA	88297155 2/11/19	N/A	Pending	Gastro Health, LLC