ETAS ID: TM709530

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TBG - Twin Boro Finance, LLC		02/18/2022	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Twin Boro Management, LLC
Street Address:	1180 Raritan Road
City:	Clark
State/Country:	NEW JERSEY
Postal Code:	07066
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5457716	TWIN BORO PHYSICAL THERAPY
Registration Number:	5428281	ONE2FOUR
Registration Number:	3849105	TWIN BORO PHYSICAL THERAPY

### **CORRESPONDENCE DATA**

Fax Number: 9498519348

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: 949-851-0633

Email: IPDocketOrangeCounty@mwe.com, sbro@mwe.com,

kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com

**Correspondent Name:** Sarah E. Bro

Address Line 1: McDermott Will & Emery LLP Address Line 2: 18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	088541.0025
NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	02/21/2022

**Total Attachments: 5** 

source=TB-Webster-TBG Release of IP Security Agreement (Executed)#page1.tif source=TB-Webster-TBG Release of IP Security Agreement (Executed)#page2.tif source=TB-Webster-TBG Release of IP Security Agreement (Executed)#page3.tif source=TB-Webster-TBG Release of IP Security Agreement (Executed)#page4.tif source=TB-Webster-TBG Release of IP Security Agreement (Executed)#page5.tif

# RELEASE UNDER INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE UNDER INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Release") is made as of February 18, 2022, by and among TWIN BORO MANAGEMENT, LLC, a Delaware limited liability company (the "Grantor") and TBG – TWIN BORO FINANCE, LLC, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to that certain Senior Credit Agreement dated as of August 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"). Capitalized terms used in this Release and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Credit Agreement.

WHEREAS, Agent and the Grantor previously entered into that certain Intellectual Property Security Agreement dated as of August 28, 2019 (the "<u>IP Security Agreement</u>"), notice of which was recorded by (i) the United States Patent and Trademark Office on September 13, 2019 at Reel 6743, Frame 0667 and (ii) the United State Copyright Office on September 23, 2019 at Volume 9971 Document 987;

WHEREAS, pursuant to the IP Security Agreement, among other things, the Grantor granted to Agent, for the benefit of Agent and Lenders, a security interest in the "Intellectual Property Collateral" as defined therein to secure its obligations to Agent and Lenders under the Credit Agreement, including the Trademarks and Copyrights set forth on **Appendix A** hereto;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **AGREEMENT**

Release of Intellectual Property Collateral. Agent hereby releases its lien, security interest and all other rights on the Trademarks, Copyrights and all other intellectual property rights listed in **Appendix A** hereto, and in all of Grantor's rights, title and interest in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreement). To the extent that following the release set forth in this paragraph, Agent retains or would retain any right, title or interest in or to the Intellectual Property Collateral, Agent hereby reassigns, grants and conveys to the Grantor, all of the Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

### 2. Miscellaneous.

(a) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on the parties. Agent may also require that any such documents and signatures be confirmed by a manually signed

[Signature Page to Release of IP Security Agreement]

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original thereof; <u>provided</u>, <u>however</u>, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

(b) <u>Governing Law</u>. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles.

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[Signature Page to Release of IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Release Under Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

"Grantor"

By: \_

TWIN BORO MANAGEMENT LLC

Name: Andrew Marolda

Title: President

"Agent"

TBG – TWIN BORO FINANCE, LLC

By:

Name:

Anomorph

Title:

Anomorph

Sionen

# **APPENDIX A**

# **COPYRIGHTS**

Type of Work:	Text		
<b>Registration Number / Date:</b>	TXu002080074 / 2017-08-22		
Title:	One2Four Info Sheet.		
Copyright Claimant:	Twin Boro Management, LLC		
Date of Creation:	2017		
Authorship on Application:	Twin Boro Phyiscal Therapy Associates, P.A., employer for hire;		
	Domicile: United States. Authorship: text, photograph(s)		
Rights and Permissions:	: David M. Perry, Blank Rome LLP, One Logan Square, 8th Floor		
	Philadelphia, PA, 19103-6998, United States, (215) 569-		
	5767, perry@blankrome.com		

Type of Work:	Text		
Registration Number / Date:	TX0007145115 / 2009-11-24		
Title:	TWIN BORO PHYSICAL THERAPY WEBSITE.		
Copyright Claimant:	Twin Boro Management, LLC		
Date of Creation:	2009		
Date of Publication:	2009-11-11		
Nation of First Publication:	United States		
Authorship on Application:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A.,		
	employer for hire; Domicile: United States; Citizenship: United		
	States. Authorship: text.		
Rights and Permissions:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., 94		
	GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095,		
	United States		

Type of Work:	Text		
Registration Number / Date:	TX0007145112 / 2009-11-24		
Title:	TWIN BORO PHYSICAL THERAPY eNEWSLETTER.		
Copyright Claimant:	Twin Boro Management, LLC		
Date of Creation:	2009		
Date of Publication:	2009-10-21		
Nation of First Publication:	United States		
Authorship on Application:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A.,		
	employer for hire; Domicile: United States; Citizenship: United		
	States. Authorship: text.		
Rights and Permissions:	TWIN BORO PHYSICAL THERAPY ASSOCIATES, P.A., 94		
	GREEN STREET, SUITE 101, WOODBRIDGE, NJ, 07095,		
	United States		

# **TRADEMARKS**

Mark/Name	App. No./ Reg. No.	Owner	Goods/Services
TWIN BORO PHYSICAL THERAPY & Design  Twin Boro Physical Therapy Boro	87/579,029 5,457,716	Twin Boro Management, LLC	Class 44: Physical rehabilitation; Physical therapy
ONE2FOUR  ONE2FOUR	87/579,034 5,428,281	Twin Boro Management, LLC	Class 44: Physical rehabilitation; Physical therapy
TWIN BORO PHYSICAL THERAPY	77/879,686 3,849,105	Twin Boro Management, LLC	Class 44: Physical therapy

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**RECORDED: 02/21/2022**