

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751551

| | | | |
|---|---|---------------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF TRADEMARK SECURITY AGREEMENT RECORDED AT REEL/FRAME NO.: 7197/0492 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MIDCAP FINANCIAL TRUST | | 08/25/2022 | STATUTORY TRUST: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ROSEWOOD RANCH, L.P. | | |
| Street Address: | 6100 SW 76th Street | | |
| City: | Miami | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33143 | | |
| Entity Type: | Limited Partnership: ARIZONA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4034145 | THE ROSEWOOD INSTITUTE | |
| Registration Number: | 3876914 | | |
| Registration Number: | 3831378 | ROSEWOOD CENTERS FOR EATING DISORDERS | |
| Registration Number: | 3831380 | ROSEWOOD CAPRI | |
| Registration Number: | 3831381 | ROSEWOOD RANCH | |
| Registration Number: | 2597108 | ROSEWOOD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4154391500 | | |
| <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> | | | |
| Email: | maria.banda@kirkland.com | | |
| Correspondent Name: | Maria Banda | | |
| Address Line 1: | Kirkland & Ellis, LLP | | |
| Address Line 2: | 555 California Street, Suite 2700 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94104 | | |
| ATTORNEY DOCKET NUMBER: | 24844-5 | | |
| NAME OF SUBMITTER: | Maria Banda | | |
| SIGNATURE: | /Maria Banda/ | | |

CH \$165.00 4034145

| | |
|---------------------|------------|
| DATE SIGNED: | 08/26/2022 |
|---------------------|------------|

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2022 (this “Release”), is made by MidCap Financial Trust, as administrative agent (in such capacity and together with its successors and assigns, the “Agent”) for the Secured Creditors (as defined in the Credit Agreement referred to below) in favor of Rosewood Ranch, L.P. (with all successors thereof, the “Grantor”).

WHEREAS, the Grantor entered into a Credit Agreement dated as of August 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MONTE NIDO INTERMEDIATE HOLDINGS III, LLC (the “Borrower”), MONTE NIDO INTERMEDIATE HOLDINGS II, LLC (the “Holdings”), the other Guarantors from time to time party thereto, and the Agent and the Lenders from time to time party thereto;

WHEREAS, under the terms of the Credit Agreement, Grantor granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor, to the Agent for the benefit of the Secured Creditors in that certain Trademark Security Agreement (the “Security Agreement”) dated February 18, 2021 and recorded at the United States Patent and Trademark Office on February 19, 2021 at: Reel 007197 Frame 0492;

WHEREAS, to the extent a security interest was granted with respect to all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is party, including intellectual property listed on Schedule A attached hereto, all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (collectively, the “Intellectual Property Collateral”), Agent now wishes to release the security interests granted in the Intellectual Property Collateral; and

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, and Grantor agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.
2. Termination and Release. Agent hereby:
 - i. terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in and to the Intellectual Property Collateral;

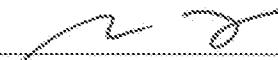
- ii. represents and warrants that it has full authority to execute and deliver this Release; and
 - iii. authorizes the recordation of this Release with any government office, including but not limited to the United States Patent and Trademark Office, at Grantor's expense.
3. Further Assurances. Agent, upon Grantor's written request and at Grantor's sole cost and expense, agree to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Agent will, upon Grantor's request and at Grantor's sole cost and expense, execute and deliver a reasonable release of such Intellectual Property Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Intellectual Property Collateral and/or release any interest in the Intellectual Property Collateral conveyed therein.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its investment manager

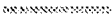


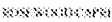
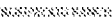


By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 007818 FRAME: 0747

Schedule A

| Jurisdiction | Mark | Owner | Status | App. # (Reg. #) | App. Date (M/D/YY) | Reg. Date (M/D/YY) |
|---------------|---|--------------------|------------|-----------------------|-----------------------|--|
| United States |  | Rosewood Ranch, LP | Registered | 85216794 (4034145) | 1/13/11 | 10/4/11 |
| United States |  | Rosewood Ranch, LP | Registered | 85008771 (3876914) | 4/7/10 | 11/16/10 *Due for maintenance filings *The Company has not used this mark since 2014 |
| United States |  | Rosewood Ranch, LP | Registered | 77905198 (3831378) | 1/5/10 | 8/10/10 |
| United States |  | Rosewood Ranch, LP | Registered | 77905207 (3831380) | 1/5/10 | 8/10/10 *Maintenance filing submitted in 2020 |
| United States |  | Rosewood Ranch, LP | Registered | 77905224 (3831381) | 1/5/10 | 8/10/10 *Maintenance filing submitted in 2020 |
| United States | ROSEWOOD | Rosewood Ranch, LP | Registered | 76126344 (2597108) | 9/12/00 | 7/23/02 |
| Arizona |  | Rosewood Ranch, LP | Registered | 44593 | 9/21/00 | 9/21/20 |
| Arizona |  | Rosewood Ranch, LP | Registered | 9077073 | 9/18/18 | 9/18/28 |
| Arizona | Rosewood Ranch | Rosewood Ranch, LP | Registered | 9089689 | 1/8/19 | 1/8/29 |