

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC		07/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDIFY AIR, LLC		
Street Address:	1325 SW 30th Avenue		
City:	Deerfield Beach		
State/Country:	FLORIDA		
Postal Code:	33442		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5821063	M	
Registration Number:	5833320	MEDIFY AIR	
Registration Number:	6858504	MA-40	
Registration Number:	6858513	MA-50	
Registration Number:	6858515	MA-112	
Registration Number:	6858518	MA-25	
Registration Number:	6858519	MA-15	
Registration Number:	6858527	MA-14	
Serial Number:	97008394	MA-1000	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 2:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		

CH \$240.00 5821063

ATTORNEY DOCKET NUMBER:	101021.0010
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	07/17/2023

Total Attachments: 4

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 14, 2023 (“Release”), is made by Alter Domus (US) LLC, as Administrative Agent (the “Administrative Agent”) in favor of Medify Air, LLC (the “Grantor”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 1, 2021 (as amended by that certain First Omnibus Amendment and Waiver Agreement, dated as of May 5, 2022, that certain Waiver and Second Amendment, dated as of January 24, 2023, that certain Limited Consent and Third Amendment to Credit Agreement, dated as of July 3, 2023, and as may be further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”) and that certain Guarantee and Collateral Agreement, dated as of December 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) by and between the Grantor and the Administrative Agent, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute a Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, that certain Trademark Security Agreement, dated as of December 1, 2021, by and between the Grantor and the Administrative Agent (the “Trademark Security Agreement”) was recorded with the USPTO on December 1, 2021, at Reel: 7513, Frame: 0911; and

WHEREAS, as confirmed through that certain Payoff Letter, dated as of the date hereof, all obligations of the Grantor under the Credit Agreement have been satisfied in full and, in connection therewith, the Administrative Agent has released its security interest in the Trademark Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Collateral Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. The Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, hereby:

(a) unconditionally terminates, cancels, discharges, releases and conveys all of its rights, title and security interest in, to and under, and the right to set off against, the Trademarks (as defined in the Trademark Security Agreement), including, but not limited to, the foregoing listed on Schedule A attached hereto and including all Proceeds of such Trademarks (collectively, the “Trademark Collateral”), granted pursuant to the Collateral Agreement or the Trademark Security Agreement, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title and interest to the Grantor.

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or useful to effect the release of the security interest contemplated hereby.

[Signatures on following page]

IN WITNESS WHEREOF, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

ALTER DOMUS (US) LLC


By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page – Notice of Termination and Release of
Security Interest in Trademarks (Medify)]

TRADEMARK
REEL: 008135 FRAME: 0362

Schedule A

Trademarks and Trademark Applications

<u>Jurisdiction</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	Registered	5821063	30-JUL-2019	88265986	17-JAN-2019	Medify Air, LLC	M 
United States	Registered	5833320	13-AUG-2019	88266013	17-JAN-2019	Medify Air, LLC	MEDIFY AIR
United States	Registered	6858504	27-SEP-2022	97008096	02-SEP-2021	Medify Air, LLC	MA-40
United States	Registered	6858513	27-SEP-2022	97008243	02-SEP-2021	Medify Air, LLC	MA-50
United States	Registered	6858515	27-SEP-2022	97008267	02-SEP-2021	Medify Air, LLC	MA-112
United States	Registered	6858518	27-SEP-2022	97008306	02-SEP-2021	Medify Air, LLC	MA-25
United States	Registered	6858519	27-SEP-2022	97008328	02-SEP-2021	Medify Air, LLC	MA-15
United States	Registered	6858527	27-SEP-2022	97008380	02-SEP-2021	Medify Air, LLC	MA-14
United States	Pending (ITU)	N/A	N/A	97008394	02-SEP-2021	Medify Air, LLC	MA-1000