

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 6765/0106		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		02/07/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Marathon Health, LLC		
Street Address:	20 Winooski Falls Way		
City:	Winooski		
State/Country:	VERMONT		
Postal Code:	05404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3401083	MARATHON HEALTH	
Registration Number:	3486518	MARATHON HEALTH	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	(212)906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M Amaru		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	057121-0458		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	02/08/2024		
Total Attachments: 3			
source=Marathon- Trademark Release RF 6765-0106 EXECUTED(148168534.1)#page1.tif			
source=Marathon- Trademark Release RF 6765-0106 EXECUTED(148168534.1)#page2.tif			

CH \$65.00.00 77208866

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 7, 2024, is made by ANTARES CAPITAL LP, as Collateral Agent (in such capacity, the “Agent”) in favor of MARATHON HEALTH, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein have the meanings given to them in the Trademark Security Agreement (as defined below), whether defined directly therein or by reference to another agreement.

WHEREAS, pursuant to that certain Collateral Agreement, dated as of October 7, 2019, by and between the Grantor, the Agent and certain other parties (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), the Grantor executed and delivered in favor of the Agent that certain Trademark Security Agreement, dated as of October 7, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on October 7, 2019 at Reel/Frame 6765/0106;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule I hereto; and

WHEREAS, the Grantor has requested that the Agent terminate and release its Security Interest in the Trademark Collateral.

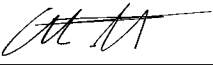
NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates and cancels the Trademark Security Agreement, (ii) terminates, cancels, discharges and releases its Security Interest in the Trademark Collateral and (iii) re-assigns to the Grantor any right, title or interest it may have in or to the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release with the USPTO.

[Remainder of this page intentionally blank]

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

ANTARES CAPITAL LP, as Collateral Agent

By:  _____

Name: Austin Tansantisuk

Title: Duly Authorized Signatory

SCHEDULE I

Trademarks	U.S. Registration Number	Registration Date
Marathon Health	3,401,083	25-MAR-2008
Marathon Health	3,486,518	12-AUG-2008