# СН \$90.00.00

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI209590

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Patrial Release of Trademark Security Agreement	
SEQUENCE:	2	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Welltower OP LLC		04/10/2024	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	CareerStaff Unlimited, LLC		
Street Address:	7925 Jones Branch Drive   Suite 1100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		

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

Property Type	Number	Word Mark	
Registration Number:	5587893	TRAVELCARE USA	
Registration Number:	5517737	THERAPISTS UNLIMITED	
Registration Number:	2175242	CAREERSTAFF UNLIMITED	

# **CORRESPONDENCE DATA**

**Fax Number:** 4045725100

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:** 4045723428

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 1180 Peachtree Street, NE | Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	29505.022001	
NAME OF SUBMITTER:	Angela Olchaskey	
SIGNATURE:	Angela Olchaskey	
DATE SIGNED:	05/03/2024	

**Total Attachments: 4** 

source=GEN\_WT - Trademark Lien Release Executed#page1.tif

TRADEMARK REEL: 008419 FRAME: 0761

source=GEN\_WT - Trademark Lien Release Executed#page2.tif source=GEN\_WT - Trademark Lien Release Executed#page3.tif source=GEN\_WT - Trademark Lien Release Executed#page4.tif

> TRADEMARK REEL: 008419 FRAME: 0762

### PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is entered into as of April 10, 2024 by Welltower OP LLC (formerly known as Welltower Inc.), as Collateral Agent for the Secured Parties (the "Agent"), in favor of CareerStaff Unlimited, LLC, a Delaware limited liability company (the "Specified Entity"). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement or Security Agreement, as applicable (each as defined below).

WHEREAS, reference is made to that certain Term Loan Agreement, dated as of July 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Genesis Healthcare, Inc., a Delaware corporation, FC-GEN Operations Investment, LLC, a Delaware limited liability company, GEN Operations I, LLC, a Delaware limited liability company, the other subsidiary guarantors party thereto from time to time, the lenders party thereto from time to time, Welltower OP LLC (formerly known as Welltower Inc.), as administrative agent, and the Agent.;

WHEREAS, pursuant to that certain Amendment No. 13 to Loan Agreement, dated as of the date hereof ("Amendment No. 13"), the Specified Entity shall no longer be a Guarantor or a Loan Party thereunder;

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of July 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Specified Entity, the other grantors party thereto from time to time, and the Agent;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Specified Entity granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in certain assets of the Specified Entity then owned or at any time thereafter acquired or created by the Specified Entity or in which the Specified Entity then had or at any time thereafter may have acquired any right, title or interest, including the Trademark Collateral (including the Trademarks listed on Schedule A attached hereto) (the "Released Collateral");

WHEREAS, in connection with the Security Agreement, the Specified Entity, amongst others, executed a Trademark Security Agreement, dated as of March 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") in favor of the Agent, which was recorded with the United States Patent and Trademark Office on March 6, 2018 at Reel/Frame 006285/0108;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Specified Entity granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (together with the security interest granted under the Security Agreement, the "Security

TRADEMARK

REEL: 008419 FRAME: 0763

<u>Interest</u>") in all of the Released Collateral (including the Trademarks listed on <u>Schedule A</u> attached hereto);

WHEREAS, in connection with Amendment No. 13, the Agent has agreed to terminate and release its Security Interest in the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

Section 1. Release of Security Interest. Without any warranty or representation by the Agent, the Agent hereby releases and discharges fully its Security Interest in the Released Collateral. This Release is strictly limited solely and only to the Released Collateral and to no other Collateral. This Release is not intended to and does not release, relinquish, discharge or terminate the Agent's security interest in any Trademark Collateral (or other property) included in the Collateral of any grantor (other than the Specified Entity) under the Security Agreement or Trademark Security Agreement. Except for the release of the Security Interest in the Released Collateral provided for herein, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect.

Section 2. <u>GOVERNING LAW</u>. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Agent has duly executed and delivered this Partial Release of Trademark Security Agreement as of the day and year first written above.

**Welltower OP LLC** (formerly known as Welltower Inc.), as Agent

By: NIKHIL CHAUDHRI

Name: Nikhii Chaudhri Title: Authorized Signatory

[Signature Page to Partial Release of Trademark Security Agreement]

TRADEMARK REEL: 008419 FRAME: 0765

# SCHEDULE A TO PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK	REG. NO.	REG. DATE	<u>OWNER</u>
TRAVELCARE USA	5587893	10/16/2018	CareerStaff Unlimited, LLC
THERAPISTS UNLIMITED	5517737	7/17/2018	CareerStaff Unlimited, LLC
CAREERSTAFF UNLIMITED	2175242	7/21/1998	CareerStaff Unlimited, LLC

[Schedule A to Partial Release of Trademark Security Agreement]

RECORDED: 05/03/2024

TRADEMARK REEL: 008419 FRAME: 0766