

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, National Association		06/23/2017	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Scrip Products Corporation
Street Address:	360 Veterans Parkway, Suite 115
City:	Bolingbrook
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3226158	ORGANIC NATURALS
Registration Number:	2729160	PRO-MED PRODUCTS
Registration Number:	2515251	SCRIP
Registration Number:	4386487	LOTUS TOUCH
Registration Number:	4386488	LOTUS TOUCH
Registration Number:	2524415	SCRIP
Registration Number:	4068104	PROMED PRODUCTS XPRESS MOVING YOU FORWAR
Registration Number:	3783451	NRG
Registration Number:	3816366	NRG ENERGY MASSAGE TABLES
Registration Number:	4163886	MASSAGE FX
Registration Number:	4167062	MASSAGE FX
Registration Number:	4315001	KÜR
Registration Number:	4474840	MASSAGE WAREHOUSE
Registration Number:	4475378	MASSAGE WAREHOUSE & SPA ESSENTIALS
Registration Number:	4534567	MASSAGE WAREHOUSE SANCTUARY
Registration Number:	4537584	SCRIPHESCO
Registration Number:	4537586	S SCRIP HESCO
Registration Number:	3271146	HELP FOR HOME
Registration Number:	3278516	HELP FOR HOME PATIENT REHAB SUPPLIES TO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2862804	SUPPORT
Registration Number:	3425867	ALLEGROMEDICAL

CORRESPONDENCE DATA

Fax Number:

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: 312-499-6037
Email: joyceshin@paulhastings.com
Correspondent Name: Joyce Shin
Address Line 1: 191 N. Wacker Drive
Address Line 2: Thirtieth Floor
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	F171121
NAME OF SUBMITTER:	Nadine Bethune
SIGNATURE:	/Nadine Bethune/
DATE SIGNED:	07/03/2017

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of June 23, 2017, is made by **CITIZENS BANK, NATIONAL ASSOCIATION** (in its individual capacity, “**Citizens**”), as Administrative Agent, under the Credit Agreement referred to below (terms used in this Release and not defined herein have the meaning set forth in the Credit Agreement).

WITNESSETH

WHEREAS, in connection with that certain Credit Agreement, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **SCRIP PRODUCTS CORPORATION**, a Delaware corporation (“**Scrip Products**”), **ADVANTAGE MEDICAL EQUIPMENT & SUPPLY, INC.**, an Indiana corporation (“**Advantage**”), **SCRIP, INC.**, an Illinois corporation (“**Scrip**”), **ALLEGRO ENTERPRISES, INC.**, an Arizona corporation (“**Allegro**”, and together with Scrip Products, Advantage and Scrip, collectively, “**Borrowers**” and each a “**Borrower**”), the other Persons party thereto that are designated as Loan Parties, the Lenders from time to time party thereto and Administrative Agent, and together with all general security agreements, trademark security agreements, patent security agreements and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, the Lenders have severally agreed to make extensions of credit to the Borrowers;

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement,, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**TSA**”), that certain Patent Security Agreement,, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**PSA**”), and that certain Copyright Security Agreement,, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**CSA**” collectively with the TSA and the PSA, the “**Security Agreements**”), the Borrowers granted among other collateral as set forth therein, continuing security interests in the intellectual property owned by Borrowers, including the intellectual property listed on Schedule I attached hereto (the “**Intellectual Property Collateral**”); and

WHEREAS, the Security Agreements were recorded in the U.S. Patent and Trademark Office and the U.S. Copyright Office on the dates and on the reels and frames set forth on Schedule I hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in, to and under the Intellectual Property Collateral to the Borrowers.

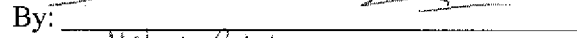
The Administrative Agent agrees, at Borrowers' expense, to cooperate with Borrowers and to provide Borrowers with the information and additional authorization reasonably required or desirable to effect the release of the Administrative Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

CITIZENS BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Mehul Patel
Title: Director

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

Patent Security Agreement dated as of July 18, 2014, among the parties thereto as Grantors and CITIZENS BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent, recorded on July 24, 2014 at Reel/Frame 033400/0580.

Trademark Security Agreement dated as of July 18, 2014, among the parties thereto as Grantors and CITIZENS BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent, recorded on July 24, 2014 at Reel/Frame 5328/0765.

Copyright Security Agreement dated as of July 18, 2014, among the parties thereto as Grantors and CITIZENS BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent, recorded on July 31, 2017 as V9913 D728 P1-7.

United States Issued Patents:

<u>Grantor</u>	<u>Patent Title</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Scrip, Inc.	ADJUSTABLE HEAD-SUPPORT FOR THERAPY TABLES	7424759	16-September-2008
Scrip, Inc.	ADJUSTABLE HEAD-SUPPORT FOR THERAPY TABLES	7080420	25-July-2006

United States Trademark Registrations:

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Scrip, Inc.	3,226,158	Unavailable	3,226,158	18-Jan-2006	03-Apr-2007
Scrip, Inc.	2,729,160	Unavailable	2,729,160	28-Jan-2002	24-June-2003
Scrip, Inc.	2,515,251	Unavailable	2,515,251	30-Mar-2001	04-Dec-2001

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Scrip, Inc.	4,386,487	Unavailable	4,386,487	06-June-2012	20-Aug-2013
Scrip, Inc.	4,386,488	Unavailable	4,386,488	06-June-2012	20-Aug-2013
Scrip, Inc.	2,524,415	Unavailable	2,524,415	03-May-2000	01-Jan-2002
Scrip, Inc.	4,068,104	Unavailable	4,068,104	12-May-2010	06-Dec-2011
Scrip, Inc.	3,783,451	Unavailable	3,783,451	27-Mar-2009	04-May-2010
Scrip, Inc.	3,816,366	Unavailable	3,816,366	27-Mar-2009	13-Jul-2010
Scrip, Inc.	4,163,886	Unavailable	4,163,886	04-October-2011	26-June-2012
Scrip, Inc.	4,167,062	Unavailable	4,167,062	04-October-2011	03-July-2012
Scrip, Inc.	4,315,001	Unavailable	4,315,001	18-October-2011	02-April-2013
Scrip, Inc.	4,474,840	Unavailable	4,474,840	17-June-2013	28-January-2014
Scrip, Inc.	4,475,378	Unavailable	4,475,378	05-August-2013	28-January-2014
Scrip, Inc.	4,534,567	Unavailable	4,534,567	25-February-2013	20-May-2014
Scrip, Inc.	4,537,584	Unavailable	4,537,584	17-October-2013	27-May-2014
Scrip, Inc.	4,537,586	Unavailable	4,537,586	17-October-2013	27-May-2014
Advantage Medical Equipment & Supplies, Inc.	3,271,146	Unavailable	3,271,146	04-October-2006	31-July-2007
Advantage Medical Equipment & Supplies, Inc.	3,278,516	Unavailable	3,278,516	04-October-2006	14-August-2007
Pro-Med Products, Inc.	2,862,804	Unavailable	2,862,804	26-Jun-2003	13-Jul-2004

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Allegro Enterprises, Inc.	3,425,867	Unavailable	3,425,867	01-August-2007	13-May-2008

United States Copyright Registrations:

<u>Grantor</u>	<u>Copyright Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Scrip, Inc.	Scrip Chiropractic Supply Catalog 2004	VA0001266217	29-June-2004
Scrip, Inc.	Scrip Chiropractic Supply Catalog 2005	VA0001290113	28-October-2004
Scrip, Inc.	Scrip Massage and Spa Supply: 2004-2005	VA0001271088	29-June-2004
Allegro Enterprises, Inc.	Magic Bullet	VA0001750032	23-November-2010
Allegro Enterprises, Inc.	Peddle Master	VA0001750035	23-November-2010