### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., succesor-in-interest to Fleet National Bank		108/18/2010	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Private Healthcare Systems, Inc.
Street Address:	1100 Winter Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1477965	PHCS
Registration Number:	1510383	PHCS PRIVATE HEALTHCARE SYSTEMS
Registration Number:	1735797	PHCS MEDICAL MANAGEMENT SYSTEM
Registration Number:	1976826	PHCS WELLNESS PROGRAM
Registration Number:	2774116	PHCS PRIVATE HEALTHCARE SYSTEMS

#### **CORRESPONDENCE DATA**

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

714-540-1235 Phone: Email: ipdocket@lw.com Correspondent Name: Latham & Watkins LLP

650 Town Center Drive, Suite 2000 Address Line 1: Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Anna T Kwan

TRADEMARK

**REEL: 004264 FRAME: 0309** 

900169843

Signature:	/Anna T Kwan/	
Date:	08/19/2010	
Total Attachments: 4 source=Release - Private Healthcare Systems#page1.tif source=Release - Private Healthcare Systems#page2.tif source=Release - Private Healthcare Systems#page3.tif source=Release - Private Healthcare Systems#page4.tif		

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of August 18, 2010 by BANK OF AMERICA, N.A. ("BOA"), successor-in-interest to FLEET NATIONAL BANK ("FLEET"), in favor of PRIVATE HEALTHCARE SYSTEMS, INC. ("PHCS").

#### WITNESSETH

WHEREAS, FLEET and PHCS entered into (i) that certain Credit Agreement, dated as of on May 17, 2002, and (ii) that certain Security Agreement (Trademarks) (the "Security Agreement"), dated as of May 17, 2002, pursuant to which PHCS granted FLEET a security interest in all of PHCS's right, title, and interest in, to and under its existing and thereafter acquired U.S. and foreign trademarks, service marks, trade names and assumed names, including the trademarks set forth on Schedule A hereto, as security for certain obligations;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on May 23, 2002 at Reel/Frame No. 2511/0920;

WHEREAS, BOA is the successor-in-interest to all of FLEET's right, title, and interest in, to and under the Security Agreement; and

WHEREAS, PHCS has requested that BOA release its security interest in the Trademark Collateral (as such term is defined herein below) and reassign the same to PHCS.

**NOW, THEREFORE**, for good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged:

SECTION 1. BOA hereby terminates and releases its security interest in and continuing lien on all of PHCS's right, title and interest in, to, and under all of the following assets (all of which being hereinafter referred to as the "Trademark Collateral"):

(a) all (i) United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, designs and general intangibles of a like nature owned by PHCS, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time), (ii) extensions or renewals of any of the foregoing, (iii) goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, (v) proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) rights corresponding thereto throughout the world.

DC\1326478,3

SECTION 2. <u>FURTHER ASSURANCES</u>. BOA agrees to provide PHCS with any information and additional authorization, and will execute any documents necessary to effect, record, and perfect the release of BOA's security interest in the Trademark Collateral.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DC\1326478.3

IN WITNESS WHEREOF, BOA, as successor in interest to FLEET, has duly executed this Release as of the date first set forth above.

BANK OF AMERICA, N.A.

Name:

Title:

Laura Warner Vice President

## SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Reel/Frame: 2511/0920

# U.S. Trademark Registrations

Registered Owner	Trademark	Registration No.	Registration Date
Private Healthcare Systems, Inc.	PHCS	1477965	02/23/1988
Private Healthcare Systems, Inc.	PHCS PRIVATE HEALTHCARE SYSTEMS	1510383	10/25/1988
Private Healthcare Systems, Inc.	PHCS MEDICAL MANAGEMENT SYSTEM	1735797	11/24/1992
Private Healthcare Systems, Inc.	PHCS WELLNESS PROGRAM	1976826	05/28/1996
Private Healthcare Systems, Inc.	PHCS PRIVATE HEALTHCARE SYSTEMS	2774116	10/14/2003

TRADEMARK REEL: 004264 FRAME: 0314

**RECORDED: 08/19/2010**