# OP \$140.00 337384

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CareCentrix, Inc.		09/19/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	83 Wooster Heights Road
Internal Address:	5th Floor
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3373844	CARECENTRIX
Registration Number:	2583399	CARECENTRIX
Registration Number:	2636485	CARECENTRIX
Registration Number:	2700896	CARECENTRIX
Registration Number:	2698280	CARECENTRIX

#### **CORRESPONDENCE DATA**

Fax Number: (404)443-5697 Phone: 704-343-2328

Email: lallen@mcguirewoods.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Preston Hurrell, Esq.
Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree St., N.E. Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

TRADEMARK 050

REEL: 004625 FRAME: 0529

ATTORNEY DOCKET NUMBER:	2060236-0019 (CARECENTRIX	
NAME OF SUBMITTER:	Latosha E. Allen	
Signature:	/Latosha E. Allen/	
Date:	09/19/2011	
Total Attachments: 4 source=CareCentrix - Trademark Release#page1.tif source=CareCentrix - Trademark Release#page2.tif source=CareCentrix - Trademark Release#page3.tif source=CareCentrix - Trademark Release#page4.tif		

#### RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (this "Release") is made as of September 19, 2011 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in it is capacity as Administrative Agent for the Lenders ("Grantee"), in favor of CARECENTRIX, INC. ("Grantor").

WHEREAS, Grantor is party to the Amended and Restated Credit Agreement, dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor (as "Borrower"), CareCentrix Holdings, Inc. ("Holdings"), the other Loan Parties signatory thereto, the Lenders and the L/C Issuers from time to time party thereto and General Electric Capital Corporation, as Administrative Agent for the Lenders and the L/C Issuers. All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement, dated as of September 25, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantee holds a Lien against the intellectual property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of September 25, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 15, 2008 at Reel 3903, Frame 0402; and

WHEREAS, at the request of Grantor and in furtherance of the transactions evidenced by that certain Credit Agreement, dated as of September 19, 2011, by and between Borrower, Holdings and Grantee, Grantee has consented to the release of the Lien on the Collateral listed on Schedule 1 hereto (the "Trademark Collateral"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

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

- 1. Grantee's Lien in the Trademark Collateral granted pursuant to the Security Agreement is hereby terminated and released.
- 2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Trademark Collateral. Such

assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor.

[Remainder of page intentionally blank; signatures follow.]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL

CORPORATION, as Grantee,

By:

Name: Kevin Blitz

Title: Duly Authorized Signatory

CARECENTRIX, INC. TRADEMARK RELEASE SIGNATURE PAGE

# Schedule 1

# **Trademark Registrations**

## REGISTERED TRADEMARKS

Jurisdiction	Mark	Registration No.	Registration Date
USA	CARECENTRIX & Design	3,373,844	01/22/2008
USA	CARECENTRIX	2,583,399	06/18/2002
USA	CARECENTRIX	2,636,485	10/15/2002
USA	CARECENTRIX	2,700,896	03/25/2003
USA	CARECENTRIX	2,698,280	03/18/2003

## TRADEMARK APPLICATIONS

Jurisdiction		Filling Date
NONE.		
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SCHEDULE 1
RELEASE OF SECURITY INTEREST IN TRADEMARK

TRADEMARK REEL: 004625 FRAME: 0534

**RECORDED: 09/19/2011**