900270492 10/31/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Formerly	Execution Date	Entity Type
	l10/31/2013 l	LIMITED PARTNERSHIP: DELAWARE
		10/31/2013

RECEIVING PARTY DATA

Name:	Passport Health Communications, Inc.		
Street Address:	720 Cool Springs Boulevard		
Internal Address:	Suite 450		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85380622	CLAIMSOURCE
Serial Number:	85380621	ORDERSMART
Serial Number:	85394186	MYRESPONSE
Serial Number:	85394178	COVERAGE DISCOVERY

CORRESPONDENCE DATA

Fax Number: 6152446804

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

via US Mail.

615-850-8874 Phone:

Email: justin.mcnaughton@wallerlaw.com

Justin F. McNaughton Correspondent Name:

Address Line 1: c/o Waller Lansden Dortch & Davis, LLP

Address Line 2: 511 Union Street, Suite 2700 Address Line 4: Nashville, TENNESSEE 37219

TRADEMARK

REEL: 005142 FRAME: 0707

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ATTORNEY DOCKET NUMBER:	010314.37216
NAME OF SUBMITTER:	Justin F. McNaughton
Signature:	/JUSTIN F. MCNAUGHTON/
Date:	10/31/2013
Total Attachments: 4 source=PassportRelease#page1.tif source=PassportRelease#page2.tif source=PassportRelease#page3.tif source=PassportRelease#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 31, 2013 ("<u>Release</u>"), is made by GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent (the "<u>Collateral Agent</u>") in favor of PASSPORT HEALTH COMMUNICATIONS, INC., a Delaware corporation, and NEBO SYSTEMS, INC., an Illinois corporation (each a "<u>Grantor</u>") and together the "<u>Grantors</u>.")

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of May 9, 2008 by and among PASSPORT HEALTH COMMUNICATIONS, INC., (the "Company"), PASSPORT HOLDING CORPORATION, and Subsidiaries of the Company party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent, and Lead Arranger, and others party thereto (including all annexes, exhibits, or schedules thereto, as from time to time amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Credit Agreement"), Lenders agreed to make the Loans and certain financial accommodations to the Company, upon the condition, among others, that the Grantors executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of May 9, 2008 (including all annexes, exhibits, or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Trademark Security Agreement dated as of August 31, 2011 ("Trademark Security Agreement"), and pursuant to the Security Agreement and Trademark Security Agreement, Grantors granted to Collateral Agent, on behalf of itself and Lenders, a security interest in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on October 27, 2011 at Reel 004649 Frame 0483.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of itself and Lenders, and Grantors (the "parties") agree as follows:

SECTION 1. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

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SECTION 2. <u>Termination and Release</u>. Collateral Agent, on behalf of itself and Lenders, hereby:

- (a) terminates the Security Agreement, Trademark Security Agreement, and any other agreement under which a Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;
- (b) cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including the foregoing listed on Schedule A attached hereto; and
 - (c) authorizes the recordation of this Release with the USPTO.

[signature page follows]

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IN WITNESS WHEREOF, the Collateral Agent, on behalf of itself and Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent

By: Sull Sout

Name:

Title: Senior Vice President

Schedule A

U. S. Trademarks Subject to Security Interest Granted by Passport Health Communications, Inc. In Favor of Goldman Sachs Specialty Lending Group, L. P. Recorded October 27, 2011 at Reel 004649 Frame 0483

TRADEMARK	OWNER	APPLICATION NO.	APPLICATION DATE
CLAIMSOURCE	Passport Health Communications, Inc.	85/380,622	July 26, 2011
ORDERSMART	Passport Health Communications, Inc.	85/380,621	July 26, 2011
MYRESPONSE	Passport Health Communications, Inc.	85/394,186	August 10, 2011
COVERAGE DISCOVERY	Passport Health Communications, Inc.	85/394,178	August 10, 2011

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RECORDED: 10/31/2013