

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/22/2013	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	PROGRESSIVE MEDICAL, LLC (F/K/A PROGRESSIVE MEDICAL, INC.)
Street Address:	6410 POPLAR
Internal Address:	SUITE 800
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

Name:	PROGRESSIVE SOLUTIONS, LLC (F/K/A PROGRESSIVE SOLUTIONS, INC.)
Street Address:	6410 POPLAR
Internal Address:	SUITE 800
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4253703	AUTOMED SOLUTIONS
Registration Number:	2603390	FIRST FILL
Registration Number:	3121194	SCRIPT-WISE
Registration Number:	3997150	P2P LINK
Registration Number:	3217766	WORKINGRX

OP \$190.00 4253703

Registration Number:	2754111	DIRECTCOMPRX
Registration Number:	2135348	THIRD PARTY SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38975
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/04/2013

Total Attachments: 6
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ADDITIONAL RECEIVING PARTY

PROGRESSIVE SOLUTIONS, LLC (f/k/a PROGRESSIVE SOLUTIONS, INC.), a Delaware
limited liability company, 6410 Poplar, Suite 800, Memphis, TN 38119

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 22, 2013 (“Release”), is made by Bank of America, N.A. (“Collateral Agent”) in favor of StoneRiver, Inc., StoneRiver National Flood Services, Inc., StoneRiver RegEd, Inc., Emerald Connect, Inc. StoneRiver Holdings, Inc., StoneRiver Pharmacy Solutions, Inc., Progressive Solutions, Inc., Progressive Medical, Inc., and Compliance Assurance Corporation (“Grantors”).

WHEREAS, pursuant to that certain Security Agreement dated as of May 30, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantors and certain of their affiliates party thereto as grantors (the “Obligors”) and the Collateral Agent, each Obligor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, IP Agreements, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantors executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Intellectual Property Security Agreement (Second Lien) dated as of May 30, 2013 (“IP Security Agreement”); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on June 6, 2013 at Reel 5042 Frame 0213.

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 the Secured Parties, and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or IP Security Agreement, as applicable.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, re-pledges, reassigns and releases to the Grantors the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under:

(i) all the Trademarks, IP Agreements, and Proceeds of the foregoing, listed on Schedule A attached hereto;

(ii) all reissues, division, continuations, continuations in part, extensions, renewals and reexaminations of any of the foregoing listed on Schedule A;

(iii) any all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing listed on Schedule A; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations and goodwill relating to, any and all of the Collateral of or arising from any of the foregoing listed Schedule A; and

(b) authorizes the recordation of this Release with the USPTO at Grantors’ expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademarks, IP Agreements, and Proceeds not listed on Schedule A.

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IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, 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:

BANK OF AMERICA, N.A.

By: 

Name: Kevin L. Ahart

Title: Vice President

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
AUTOMED SOLUTIONS	4253703	12/4/12
FIRST FILL	2603390	8/6/02
SCRIPT-WISE	3121194	7/25/06
P2P LINK	3997150	7/19/11
WORKINGRX	3217766	3/13/07
DIRECTCOMPRX	2754111	8/19/03
THIRD PARTY SOLUTIONS	2135348	2/10/98