

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.		12/17/2013	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	3iCorp.com, LLC
Street Address:	950 Boardwalk Street, Ste. 101-102
City:	San Marcos
State/Country:	CALIFORNIA
Postal Code:	92078
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	MSC Group, Inc., a Delaware Corporation
Street Address:	841 Prudential Drive, Suite 900
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32207
Entity Type:	CORPORATION: DELAWARE

Name:	One Call Medical, Inc., a New Jersey Corporation
Street Address:	20 Waterview Blvd.
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	CORPORATION: NEW JERSEY

Name:	TechHealth, Inc., a Florida Corporation
Street Address:	841 Prudential Drive, Suite 900
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32207

OP \$565.00 3990117

Entity Type: CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3990117	REAL RISK. REAL SOLUTIONS.
Registration Number:	3990116	REAL RISK. REAL SOLUTIONS.
Registration Number:	2933244	SINGLE POINT OF CONTACT
Registration Number:	2963337	3I
Registration Number:	2741669	ANY LANGUAGE, ANY WHERE, ANY TIME!
Registration Number:	4432955	MSC CARE BLUEPRINT
Registration Number:	4432954	MSC CARETRACK
Registration Number:	4276576	MSC CARESYNC+
Registration Number:	2873412	PROVIDING A BETTER CHOICE
Registration Number:	3243252	MSC COMP PROCESSING SERVICES
Registration Number:	3794080	MSC
Registration Number:	3678818	MSC CARE MANAGEMENT
Registration Number:	3986252	O OPTIMAL CARE TRANSPORTATION & TRANSLAT
Registration Number:	3677700	WE'RE ON IT
Registration Number:	4062290	MSC EQUIPMENT & DEVICE MANAGEMENT
Registration Number:	4058664	MSC CATASTROPHIC & HOME HEALTH SERVICES
Registration Number:	4429914	OC ONECALLCARE MANAGEMENT
Registration Number:	4390898	EASYREFERRAL
Registration Number:	4262112	EZ-AUTH
Registration Number:	3073001	ONE CALL MEDICAL INC.
Registration Number:	2073376	ONE CALL MEDICAL
Registration Number:	4275100	TECHHEALTH

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Elaine Carrera

**TRADEMARK**

REEL: 005176 FRAME: 0460

/Michael Barys TR/

Date:

12/18/2013

**Total Attachments: 8**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** this “Release”) is made as of December 17, 2013, by Bank of America, N.A., in its capacity as collateral agent (in such capacity, the “Collateral Agent”) pursuant to the Trademark Security Agreement, dated as of November 27, 2013, among One Call Medical, Inc., MSC Group, Inc., TechHealth, Inc. and 3iCorp.com, LLC (the “Grantors”) and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement, the Grantors collaterally pledged to the Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), and granted to the Collateral Agent for the benefit of the Secured Parties liens on and security interests in, and rights of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by any party and to be effective upon such demand (the “Security Interest”), all of the Grantors’ rights, titles and interests in, to and under the Trademarks, including those set forth on Schedule I hereto, all goodwill represented thereby, and all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”);

**WHEREAS** the Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office (“USPTO”) on December 3, 2013 at Reel 5166 and Frame 0029;

**WHEREAS**, the Collateral Agent acknowledges full performance of the Obligations under the Security Agreement and accordingly has agreed to release its Security Interest in the Trademark Collateral and all Proceeds relating thereto, set forth in Schedule I hereto; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, re-pledges, discharges and releases to the Grantors any and all goodwill, rights, title, interest, liens and security interests it has against the Trademark Collateral, including, but not limited to, the Security Interest in the Trademark Collateral, without any warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby re-assigns and re-transfers such rights, title or interest to the Grantors, including, but not limited to, any and all rights to sue for and collect damages for past infringements.

The Collateral Agent hereby authorizes the Grantors, or the Grantors’ authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to effectuate the release of the security interest of the Collateral Agent in the Trademark Collateral.

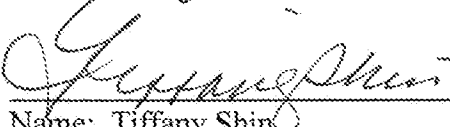
The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release, all at the expense of the Grantors.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(Signature page follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Tiffany Shin  
Title: Assistant Vice President

*[Trademarks Release Signature Page]*

**TRADEMARK**  
**REEL: 005176 FRAME: 0464**

SCHEDULE I  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:






**Owner: 3iCorp.com, LLC**

Trademark No.	Registration Date	Mark
3990117	07/05/2011	REAL RISK. REAL SOLUTIONS.
3990116	07/05/2011	REAL RISK. REAL SOLUTIONS.
2933244	03/15/2005	SINGLE POINT OF CONTACT
2963337	06/21/2005	3I
2741669	07/29/2003	ANY LANGUAGE, ANY WHERE, ANY TIME!

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**Owner: MSC Group, Inc.**

Trademark No.	Registration Date	Trademark
4432955	11/12/2013	MSC CARE BLUEPRINT
4432954	11/12/2013	MSC CARETRACK
4276576	1/15/2013	MSC CARESYNC+
2873412	8/17/2004	PROVIDING A BETTER CHOICE

3243252	5/22/2007	MSC COMP PROCESSING SERVICES
3794080	5/25/2010	 (MSC)
3678818	9/8/2009	 (MSC CARE MANAGEMENT)
3986252	6/28/2011	 (OPTIMAL CARE TRANSPORTATION & TRANSLATION)
3677700	9/1/2009	WE'RE ON IT
4062290	11/29/2011	 MSC EQUIPMENT & DEVICE MANAGEMENT)
4058664	11/22/2011	 (MSC CATASTROPHIC & HOME HEALTH SERVICES)

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**Owner: One Call Medical, Inc.**

Trademark No.	Registration Date	Mark
4429914	11/05/2013	OC ONECALLCARE MANAGEMENT
4390898	8/27/2013	EASYREFERRAL
4262112	12/18/2012	EZ-AUTH
3073001	3/28/2006	ONE CALL MEDICAL (and Design)
2073376	6/24/1997	ONE CALL MEDICAL



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**Owner: TechHealth, Inc.**

Trademark No.	Registration Date	Mark
4275100	1/15/2013	TECHHEALTH