

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		08/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RDA STERLING HOLDINGS CORPORATION		
Street Address:	6400 Atlantic Blvd.		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32211		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3958308	PARTNERING FOR RESULTS	
Registration Number:	3958307		
Registration Number:	3958309		
Registration Number:	3962262	HOSPITAL PHYSICIAN PARTNERS PARTNERING F	
Registration Number:	3962263	HOSPITAL PHYSICIAN PARTNERS	
Registration Number:	4031483	WHAT'S IMPORTANT TO YOU . . . IS WHAT MA	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0678		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		

OP \$165.00 3958308

DATE SIGNED:	10/02/2015
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Total Attachments: 8
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**RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this "Release") is made as of August 25, 2015 (this "Release") by GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (the "Grantee"), in favor of EDCARE MANAGEMENT, INC., ("EDCare"), STERLING GROUP HOLDINGS, LLC ("Sterling"), CALEDONIA FINANCIAL SERVICES, LLC ("Caledonia"), and RDA STERLING HOLDINGS CORPORATION ("RDA", and together with EDCare, Sterling and Caledonia, each a "Grantor" and collectively, the "Grantors").

WHEREAS, EDCare executed and delivered to Grantee that certain Trademark Security Agreement, dated as of December 23, 2009 (as amended, supplemented or otherwise modified to date, the "EDCare Trademark Security Agreement");

WHEREAS, Sterling executed and delivered to Grantee that certain Trademark Security Agreement, dated as of December 23, 2009 (as amended, supplemented or otherwise modified to date, the "Sterling Trademark Security Agreement");

WHEREAS, Caledonia executed and delivered to Grantee that certain Trademark Security Agreement, dated as of December 29, 2011 (as amended, supplemented or otherwise modified to date, the "Caledonia Trademark Security Agreement");

WHEREAS, RDA executed and delivered to Grantee that certain Trademark Security Agreement, dated as of December 29, 2011 (as amended, supplemented or otherwise modified to date, the "RDA Trademark Security Agreement", together with the EDCare Trademark Security Agreement, the Sterling Trademark Security Agreement, and the Caledonia Trademark Security Agreement, each a "Trademark Security Agreement" and collectively, the "Trademark Security Agreements");

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreements, each Grantor as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligation of such Grantor granted, collaterally assigned and hypothecated to the Administrative Agent, for itself and the benefit of the Lending Parties, a Lien upon all of its right, title and interest in, to and under the following Collateral of each such Grantor (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of its Trademarks, including, without limitation, those referred to on Schedules A1 – A4 hereto;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; excluding any intent-to-use trademark application prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark application under applicable law.

WHEREAS, the EDCare Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 24, 2009 at Reel/Frame 004120/0232;

WHEREAS, the Sterling Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 24, 2009 at Reel/Frame 004120/0320;

WHEREAS, the Caledonia Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 29, 2011 at Reel/Frame 4689/0189;

WHEREAS, the RDA Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 29, 2011 at Reel/Frame 4689/0203; and

WHEREAS, the Grantee has agreed to terminate and release the security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantee hereby terminates, relinquishes, cancels, discharges and releases in its entirety its Lien upon all of the Grantor's right, title, and interest in, to and under the Trademark Collateral, and reassigns to such Grantor any and all such right, title and interest in such Trademark Collateral, free and clear of all such security interest and lien.

2. To the extent Grantee retains any such Lien, 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 in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee, except that Grantee has not transferred or conveyed any interest therein.

3. This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

4. Grantee authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable government officer record this Release.

5. **THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.**

IN WITNESS WHEREOF, the Grantee has caused this Release of Security Interest in United States Trademarks to be duly executed as of the date first set forth above.

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Grantee**


By: *Verleria King-Jones*
Name: Verleria King-Jones
Title: Its Duly Authorized Signatory

RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS
SIGNATURE PAGE

**TRADEMARK
REEL: 005636 FRAME: 0623**


Schedule A-1

EDCARE MANAGEMENT, INC.

Mark	Country	Series No./ Filing Date	Reg. No./ Reg. Date	Owner
EDCARE	US	77399936 2/19/2008	3605086 4/14/2009	Edcare Management, Inc.
EDCARE 	US	77399938 2/19/2008	3605087 4/14/2009	Edcare Management, Inc.
EXCELLENCE IN MEDICAL MANAGEMENT	US	77057052 12/5/2006	3300265 9/25/2007	Edcare Management, Inc.

Schedule A-2

STERLING GROUP HOLDINGS, LLC

Mark	Country	Series No./ Filing Date	Reg. No./ Reg. Date	Owner
[Design] 	US	74090229 8/22/1990	1672037 1/14/1992	This mark is not currently in use. Subject to an unreleased security interest pursuant to a 5/29/1996 security agreement between Coastal Physician Group, Inc. to First Union National Bank of North Carolina.





Schedule A-3

CALEDONIA FINANCIAL SERVICES, LLC

SERIAL NO.	REG. NO.	CLASS	MARK & TYPE	APPLI. TYPE/ FILING DATE	REG. DATE	FILING DEADLINES	COMMENTS	OWNER
85439500	pending	35	Caledonia Financial Services	10/5/11; as 1(a)	pending		First Use Date: April 2, 2005	Caledonia Financial Services, LLC

Schedule A-4

RDA STERLING HOLDINGS CORPORATION

SERIAL NO.	REG. NO.	CLASS	MARK & TYPE	APPLI. TYPE/ FILING DATE	REG. DATE	FILING DEADLINES	COMMENTS	OWNER
77655350	3958308	35	PARTNERING FOR RESULTS	1/23/2009	5/10/2011	6 year renewal due between 5-10-16 and 5-10-17. Section 8 & 9 filing forms. 10-year due bet. 5-10-20 and 5-10-21	First Use date: 4-6-09	RDA Sterling Holdings Corporation
77655339	3958307	35	color 	1/23/2009	5/10/2011	6 year renewal due between 5-10-16 and 5-10-17. Section 8 & 9 filing forms. 10-year due bet. 5-10-20 and 5-10-21	4/6/2009	RDA Sterling Holdings Corporation
77655368	3958309	35	 blk & wht	1/23/2009	5/10/2011	6 year renewal due between 5-10-16 and 5-10-17. Section 8 & 9 filing forms. 10-year due bet. 5-10-20 and 5-10-21	4/6/2009	RDA Sterling Holdings Corporation
77655362	3962262	35	 Hospital Physician Partners PARTNERING FOR RESULTS	1/23/2009	5/17/2011	6 year renewal due between 5-17-11 and 5-17-17. Section 8 & 9 filing forms. 10-year due bet. 5-17-16 and 6-17-21	4/6/2009	RDA Sterling Holdings Corporation
77655382	3962263	35	 Hospital Physician Partners	1/23/2009	5/17/2011	6 year renewal due between 5-17-11 and 5-17-17. Section 8 & 9 filing forms. 10-year due bet. 5-17-16 and 5-17-21	4/6/2009	RDA Sterling Holdings Corporation
85242476	4031483	35	WHAT'S IMPORTANT TO YOU...IS WHAT MATTERS TO US!	2/15/2011; as 1(a)	9/27/2011	Sect. 8 & 15 due bet. 9/27/2016 and 9/27/2017	First Use Date: April 2009	RDA Sterling Holdings Corp.

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RECORDED: 10/02/2015

**TRADEMARK
REEL: 005636 FRAME: 0628**