

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination and Release of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		07/18/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Source Medical Solutions, Inc.		
Street Address:	100 Grandview Place		
Internal Address:	Suite 400		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3783923	ENCIRCLE HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	73896.00160		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	07/19/2016		
Total Attachments: 3			
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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of July 18, 2016 (“Effective Date”), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (together with its successors in such capacity, “Grantee”), in favor of **SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation, as borrower (“Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of October 10, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders identified on the signature pages thereof, Grantee, Grantor and SM PARENT, INC., a Delaware corporation;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of September 8, 2014, by and among certain Grantor and Grantee, which was recorded with the United States Patent and Trademark Office on September 8, 2014 at Reel 5358, Frame 0864, (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), the Grantor granted to Grantee a security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Grantee now desires to release its security interest in the rights, title, and interest in and to the trademark registrations and applications listed on **Schedule 1** hereto (the “Specified Trademark”).

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

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest in the Specified Trademark granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of Grantee in the Specified Trademark pursuant to the Trademark Security Agreement.

2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Specified Trademark contemplated hereby.

[Signature page follows]

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

**WELLS FARGO BANK NATIONAL
ASSOCIATION,**
a national banking association, as Grantee

By: _____

Name: Tiffany Ormon

Title: Director

A handwritten signature in black ink, appearing to read 'Tiffany Ormon', is written over a horizontal line. The signature is fluid and cursive.

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Trademark Registrations/Applications

TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Filing Date/ Registration</u>
SOURCE MEDICAL SOLUTIONS, INC.	US	Encircle Healthcare	3,783,923	May 4, 2010

TRADE NAMES