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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM425608

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL LLC, AS AGENT		04/24/2017	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	SOURCE MEDICAL SOLUTIONS, INC.	
Street Address:	100 Grandview Place, Suite 400	
City:	Birmingham	
State/Country:	ALABAMA	
Postal Code:	35243	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3876769	SOURCETHERAPY BILLING
Registration Number:	3930471	SOURCEMEDICAL
Registration Number:	3794725	SOURCEADVANTAGE
Registration Number:	3478677	SOURCEMEDICAL THE FUTURE STARTS HERE.
Registration Number:	2676670	S
Registration Number:	2786950	S SOURCE MEDICAL
Registration Number:	2792350	LEARNSOURCE
Registration Number:	2792038	THERAPYSOURCE
Registration Number:	2967454	SURGISOURCE
Registration Number:	2350541	SURGISOURCE
Registration Number:	2331834	ADVANTX
Registration Number:	3080122	PRESCIENT VISION
Registration Number:	3203157	SERBIN SURGERY CENTER BILLING
Serial Number:	85533038	VISION ONDEMAND

## **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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.

TRADEMARK REEL: 006045 FRAME: 0867

900404213

**Phone:** 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22335 / 026
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/01/2017

## **Total Attachments: 4**

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of April 24, 2017 ("Effective Date"), by **GOLUB CAPITAL LLC**, in its capacity as agent for the Lender Group, as such term is defined in the below defined Credit Agreement (together with its successors in such capacity, "<u>Grantee</u>"), in favor of **SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation, as borrower ("<u>Grantor</u>").

WHEREAS, reference is made to that certain Second Lien Credit Agreement, dated as of October 10, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>"), 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 October 10, 2012, by and among certain Grantor and Grantee, which was recorded with the United States Patent and Trademark Office(the "<u>USPTO</u>") on October 10, 2012 at Reel 4878, Frame 0238, (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the "<u>Trademark Collateral</u>"); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on <u>Schedule 1</u> hereto.

**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 and pledge in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of Grantee in the Trademark Collateral 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 Trademark Collateral contemplated hereby. Grantee hereby authorizes the Grantor and any of its respective designees to file this Release with the United States Patent and Trademark Office.
- 3. This Release shall be subject to the provisions regarding choice of law and venue, jury trial waiver, and judicial reference set forth in Section 25 of the Guaranty and Security Agreement (as defined in the Trademark Security Agreement), and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

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

GOLUB CAPITAL LLC, as Grantee

Ву:

Name:

Robek G. Tuchscherer

e: Managing Director

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

# SCHEDULE 1

to

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

# **Trademark Registrations/Applications**

Mark	Serial No./Reg. No.	Filing Date/Reg. Date
VISION ONDEMAND	85/533038	2/3/2012
SOURCETHERAPY BILLING*	3876769	11/16/2010
SOURCEMEDICAL*	3930471	03/15/2011
SOURCEADVANTAGE*	3794725	05/25/2010
SOURCEMEDICAL THE FUTURE STARTS HERE.	3478677	08/05/2008
(DESIGN)*	2.5-5.5-0	0.1/0.1/0.00
S (AND DESIGN)	2676670	01/21/2003
S SOURCE MEDICAL*	2786950	11/25/2003
LEARNSOURCE*	2792350	12/09/2003
THERAPYSOURCE*	2792038	12/09/2003
SURGISOURCE	2967454	07/12/2005
SURGISOURCE	2350541	5/16/2000
ADVANTX*	2331834	03/21/2000
PRESCIENT VISION*	3080122	4/11/2006

Mark	Serial No./Reg. No.	Filing Date/Reg. Date
SERBIN	3203157	1/23/2007
SURGERY CENTER BILLING		

**RECORDED: 05/01/2017**