

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Consolidated Services Group, Inc.		05/10/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC		
<b>Street Address:</b>	5404 Wisconsin Avenue		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2183769	CHN CONSUMER HEALTH NETWORK WE LISTEN	
<b>Registration Number:</b>	3003401	CHN SOLUTIONS	
<b>Serial Number:</b>	78696627	MEDLOGIX	
<b>Serial Number:</b>	78687788	MEDPATH	
<b>Serial Number:</b>	78688815	CONSOLIDATED SERVICES GROUP CSG	
<b>Serial Number:</b>	78748750	THE POWER OF TWO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	636911-005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		

CH \$165.00 2183769

**DATE SIGNED:**

05/11/2017

**Total Attachments: 14**

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SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed/Date Registered</u>
CHN CONSUMER HEALTH NETORK WE LISTENT and design	2,183,769	June 2, 1997/ August 25, 1998 (Assignment filed)
CHN SOLUTIONS	3,003,401	May 14, 2004/ October. 4, 2005 (Assignment filed)

B. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Filed</u>
MEDLOGIX	78/696,627	August 19, 2005
MEDPATH	78/687,788	August 8, 2005
"CSG Consolidated Services Group" and design	78/688,815	August 9, 2005
THE POWER OF TWO	78/748750	November 7, 2005

C. TRADEMARK LICENSES

None.

**TERMINATION AND RELEASE OF ACKNOWLEDGEMENT OF INTELLECTUAL  
PROPERTY COLLATERAL LIEN**

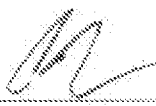
This Termination and Release of Acknowledgement of Intellectual Property Collateral Lien is effective as of May 10, 2017, by CAPITALSOURCE FINANCE LLC, as agent for the Lenders under the Credit Agreement (in such capacities, "Secured Party").

WHEREAS, a certain Acknowledgement of Intellectual Property Collateral Lien, dated as of December 2, 2005, (the "Acknowledgement of Intellectual Property Collateral Lien"), was executed in favor of the Secured Party by CONSOLIDATED SERVICES GROUP, INC, an Pennsylvania corporation, located at 1555 Bustard Road, Suite 100, Towamencin Corporate Center, Bldg One, Lansdale, Pennsylvania, 19446 (the "Grantor"), pursuant to which Grantor granted to the Secured Party a security interest in certain of the Grantor's assets, including its Trademarks, as defined in the Acknowledgement of Intellectual Property Collateral Lien, and as set forth in the Annex attached hereto; and

WHEREAS, the Acknowledgement of Intellectual Property Collateral Lien was recorded with the United States Patent and Trademark Office on January 11, 2008 at Reel/Frame 3249/0376.

NOW, THEREFORE, intending to be legally bound hereby, the Secured Party hereby releases and terminates any and all rights, title and interests in and to the Trademarks, and hereby authorizes the Grantor or Grantor's authorized representative to record this Termination and Acknowledgement of Intellectual Property Collateral Lien, which is effective as of the day and year first written above.

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By:   
Name: Christopher J. Blagg  
Title: Authorized Signatory

ANNEX  
(See attached)

Image

# MEDLOGIX

**Citation** MEDLOGIX

**Source** USPTO

**Application Number** 78696627

**Registration Number** 3126533

**Application Date** 19-AUG-2005

**Registration Date** 08-AUG-2006

**Chronology Filed:** 19-AUG-2005

**Published:** 16-MAY-2006

**Registered:** 08-AUG-2006

**Affidavit Section:** REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED

**Affidavit Date:** 01-DEC-2016

**Renewed:** 08-AUG-2016

**OG Renewal:** 03-JAN-2017

**Status** Renewed (Registered)

**Status USPTO Status:** Registered and renewed

**USPTO Status Date:** 01-DEC-2016

**Registrant** CONSOLIDATED SERVICES GROUP, INC.  
PENNSYLVANIA CORPORATION  
1555 BUSTARD ROAD, SUITE 100  
TOWAMENCIN CORPORATE CENTER, BLDG ONE  
LANSDALE, PENNSYLVANIA, 19446

**Owner at Publication** CONSOLIDATED SERVICES GROUP, INC.  
PENNSYLVANIA CORPORATION  
1555 BUSTARD ROAD, SUITE 100  
TOWAMENCIN CORPORATE CENTER, BLDG ONE  
LANSDALE, PENNSYLVANIA, 19446

**Applicant** CONSOLIDATED SERVICES GROUP, INC.  
PENNSYLVANIA CORPORATION  
TOWAMENCIN CORPORATE CENTER, BLDG ONE  
1555 BUSTARD ROAD, SUITE 100  
LANSDALE, PENNSYLVANIA, 19446

**Filing Attorney** TRISTRAM R. FALL, III

**Reference Number** CSG-010

**Filing Correspondent** TRISTRAM R. FALL, III

FOX ROTHSCHILD LLP  
PRINCETON PIKE CORPORATE CENTER  
997 LENOX DRIVE, BUILDING 3  
LAWRENCEVILLE NJ 08648-2311

**Assignment Information Assignor:**

CONSOLIDATED SERVICES GROUP, INC.  
PENNSYLVANIA CORPORATION

**Signed:** 02-DEC-2005

**Brief:** ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

**Recorded:** 11-JAN-2006

**Reel/Frame:** 3249/0376

**Correspondent:**

LAURA KONRATH  
WINSTON & STRAWN LLP  
35 W. WACKER DRIVE, 33RD FLOOR  
CHICAGO, ILLINOIS 60601

**Assignee:**

CAPITALSOURCE FINANCE LLC, AS AGENT  
DELAWARE LIMITED LIABILITY COMPANY  
4445 WILLARD AVENUE  
CHEVY CHASE, MARYLAND, 20815

**International Class(es)** 42 (Scientific and technological services)

**Goods and Services** INT. CL. 42 APPLICATION SERVICE PROVIDER (ASP) SERVICES FEATURING SOFTWARE RELATING TO HEALTH CARE CLAIM MANAGEMENT, HEALTH CARE SERVICE UTILIZATION REVIEW AND HEALTH CARE PROVIDER BILL PROCESSING SYSTEMS, TOGETHER WITH INSTRUCTIONAL MATERIALS ASSOCIATED THEREWITH; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE RELATING TO HEALTH CARE CLAIM MANAGEMENT, HEALTH CARE SERVICE UTILIZATION REVIEW AND HEALTH CARE PROVIDER BILL PROCESSING SYSTEMS, TOGETHER WITH INSTRUCTIONAL MATERIALS ASSOCIATED THEREWITH

**First Use** **First Used:** 01-MAR-1990 (IC 42)

**In Commerce:** 01-MAR-1990

**Design Type** BLOCK LETTERS

**History** 01-DEC-2016 NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED  
01-DEC-2016 REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)  
01-DEC-2016 REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED  
28-NOV-2016 CASE ASSIGNED TO POST REGISTRATION PARALEGAL  
15-SEP-2016 TEAS SECTION 8 & 9 RECEIVED  
08-AUG-2015 COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED  
16-JUN-2012 NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED  
16-JUN-2012 REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.  
15-JUN-2012 CASE ASSIGNED TO POST REGISTRATION PARALEGAL  
07-JUN-2012 TEAS SECTION 8 & 15 RECEIVED  
08-AUG-2006 REGISTERED-PRINCIPAL REGISTER  
05-JUN-2006 ASSIGNED TO EXAMINER

16-MAY-2006 PUBLISHED FOR OPPOSITION  
26-APR-2006 NOTICE OF PUBLICATION  
23-MAR-2006 LAW OFFICE PUBLICATION REVIEW COMPLETED  
17-MAR-2006 ASSIGNED TO LIE  
15-MAR-2006 APPROVED FOR PUB - PRINCIPAL REGISTER  
07-MAR-2006 ASSIGNED TO EXAMINER  
29-AUG-2005 NEW APPLICATION ENTERED IN TRAM



**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of December 2, 2005, by Consolidated Services Group, Inc., a Pennsylvania corporation ("**Grantor**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as agent for the Lenders under the Credit Agreement (in such capacities, "**Secured Party**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Grantor, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide Loans to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof between Grantor, its Subsidiaries and Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") the Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien

on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

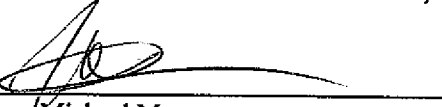
all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CONSOLIDATED SERVICES GROUP, INC.**

By:   
Name: Michael Morrone  
Title: President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CONSOLIDATED SERVICES GROUP, INC.**

By: \_\_\_\_\_  
Name: Michael Morrone  
Title: President

Accepted and Agreed:

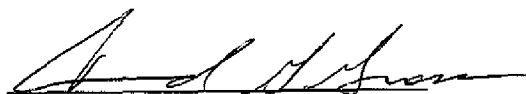
**CAPITALSOURCE FINANCE LLC, as Secured Party**

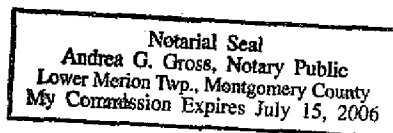
By: Walter D. Wilson  
Name:  
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Pennsylvania  
COUNTY OF Montgomery ss.

Michael Morrone On this 2 day of December, 2005 before me personally appeared Michael Morrone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Consolidated Services Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

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B. TRADEMARK APPLICATIONS

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"CSG Consolidated Services Group" and design	78/688,815	August 9, 2005
THE POWER OF TWO	78/748750	November 7, 2005

C. TRADEMARK LICENSES

None.

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

A. REGISTERED PATENT

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.