# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM427901

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/10/2017	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Doctordirectory.com, LLC	
Street Address:	345 HUDSON STREET, 16TH FLOOR	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10014	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3426872	DOCTORDIRECTORY.COM
Registration Number:	3426873	INCREASERX

#### CORRESPONDENCE DATA

Fax Number: 5854198813

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.

Phone: 585.419.8636

Email: trademarks@harrisbeach.com

Correspondent Name: Neal L. Slifkin, Esq.

Address Line 1: Harris Beach PLLC, 99 Garnsey Road

Pittsford, NEW YORK 14534 Address Line 4:

ATTORNEY DOCKET NUMBER:	248785
NAME OF SUBMITTER:	Melanie L. Lavacca
SIGNATURE:	/Melanie L. Lavacca/
DATE SIGNED:	05/17/2017

## **Total Attachments: 5**

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#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made and effective May 10, 2017 and granted by SILICON VALLEY BANK, as administrative agent ("Assignee"), in favor of DOCTORDIRECTORY.COM, LLC, a Delaware limited liability company and a successor by merger of DoctorDirectory.com, Inc., a South Carolina corporation ("Grantor"), and Grantor's successors, assigns, and legal representatives.

WHEREAS, Assignee and Grantor entered into (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of November 10, 2014 (as amended, amended and restated, supplemented, restructured, or otherwise modified, renewed, or replaced from time to time, the "Guarantee and Collateral Agreement"), among Assignee, Grantor, and certain of Grantor's affiliates party thereto from time to time, and (ii) that certain Amended and Restated Credit Agreement, dated as of November 10, 2014 (as amended, amended and restated, supplemented, restructured, or otherwise modified, renewed, or replaced from time to time, the "Credit Agreement"), by and among Grantor, Assignee, and certain lenders party thereto;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Credit Agreement, Grantor executed and delivered to Assignee that certain Trademark Security Agreement, dated as of November 12, 2014, in favor of Assignee (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5399, Frame 0976 (trademarks) on November 12, 2014; and

WHEREAS, Grantor has requested that Assignee enter into this Release in order to effectuate, evidence, and record the release and reassignment to Grantor of any and all right, title, and interest Grantor and any lenders or secured parties it represents may have in the IP Collateral (as defined below) pursuant to the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby states as follows:

- 1. Release of Security Interest. Assignee, on behalf of itself and the lenders for which it serves as administrative agent pursuant to the Credit Agreement and Guarantee and Collateral Agreement, their successors, legal representatives, and assigns, hereby terminates the Trademark Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Trademark Security Agreements in any and all right, title, and interest of Grantor, and reassigns to Grantor any and all right, title, and interest that it may have, in, to, and under the following (collectively, the "IP Collateral"):
- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar

office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on **Schedule A** hereto, and the right to obtain all renewals thereof ("**Trademarks**");

- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Trademark;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- **2. Applicable Law**. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows.]

Signature Page to Release of Trademark Security Interest relating to that certain Trademark
Security Agreement dated November 12, 2014 that was made by
DOCTORDIRECTORY.COM, INC. in favor of SILICON VALLEY BANK, as Administrative
Agent

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SILICON VALLEY BANK,

as Administrative Agent

By: // / Comment

Name: Tom Caramanico

Title: Vice President

Address for Notices: 275 Grove St., 2-200

Newton, MA 02466

# **Schedule A to Release of Trademark Security Interest**

See attached.

DOCTORDIRECTORY.COM DoctorDirectory.com, Registered

Inc.

78849258 3/29/2006 3426872 5/13/2008

ClassNumber Goods

35 Conducting surveys of the general public as to opinions in the healthcare field;

conducting market research surveys of the general public in the healthcare field; providing information to healthcare professionals regarding market research studies featuring medical conditions and products; providing marketing and promotional services

to pharmaceutical companies.

41 Providing educational information to healthcare professionals regarding electronic

educational opportunities in the field of medical conditions and products.

44 Providing healthcare information to the general public.

**INCREASERX** DoctorDirectory.com, Registered 78849808 3426873

Inc. 3/30/2006 5/13/2008

ClassNumber Goods

**RECORDED: 05/17/2017** 

Providing marketing and promotional services to pharmaceutical companies.