

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of security interest, releasing the security interest previously recorded at Reel 5698 and Frame 0059.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		08/15/2017	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MIDWEST PHYSICIAN ADMINISTRATIVE SERVICES, LLC		
Street Address:	1100 West 31st Street		
Internal Address:	Suite 300		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4332810	DUPAGE MEDICAL GROUP GET TREATED WELL	
Registration Number:	4486000	QEA QUALITY EFFICIENCY ACCESS	
Registration Number:	4708025	DMG AESTHETICS THE ART & SCIENCE OF BEAU	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	212-558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	08/16/2017		
Total Attachments: 4			

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement (the "Release") is conveyed as of August 15, 2017, by **BANK OF AMERICA, N.A.** ("Bank of America"), as administrative agent and collateral agent under the agreements referred to below (in such capacity, the "Agent"), in favor of the Grantor (as hereinafter defined). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Trademark Security Agreement (as hereinafter defined).

Reference is made to (i) that certain Credit Agreement, dated as of December 29, 2015 (as amended or otherwise modified prior to the date hereof, the "Credit Agreement"), by and among DMG Illinois Investments II LLC ("Holdings"), Midwest Physician Administrative Services, LLC (the "Grantor"), the lenders from time to time party thereto and the Agent and (ii) that certain Security Agreement, dated as of December 29, 2015 (as amended or otherwise modified prior to the date hereof, the "Security Agreement"), by and among Holdings, the Grantor, DMG Real Estate Holdings, LLC, DMG Real Estate, LLC, National Physician Administrative Services, LLC and the Agent;

WHEREAS, in connection with the Credit Agreement and the Security Agreement, Grantor entered into that certain Trademark Security Agreement, dated as of December 29, 2015 (as amended, amended and restated, or otherwise modified and in effect as of the date hereof, the "Trademark Security Agreement") with the Agent, pursuant to which Grantor granted to the Agent a continuing security interest in certain Trademark Collateral (as defined in the Trademark Security Agreement) in favor of the Agent, including in and to the trademark registrations and trademark applications listed on Schedule A, which was recorded with the United States Patent and Trademark Office on December 29, 2015 at Reel 005698, Frame 0059; and

WHEREAS, the Agent has agreed to execute this Release to evidence the termination and release its security interest in the Trademark Collateral, as herein provided.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows.


The Agent hereby irrevocably releases, terminates and discharges its lien on and security interest in and to the Trademark Collateral, including, without limitation, the trademark registrations and trademark applications listed on Schedule A hereto, and hereby reassigns to Grantor any right, title or interest that the Agent may have in or to such Trademark Collateral. The parties agree that Agent's interest in the Trademark Collateral as granted under the Trademark Security Agreement shall hereby cease and become void. The Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this release.

This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

BANK OF AMERICA, N.A., as Agent

By: 
Name: Paley Chen
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration / Appl. Number</u>	<u>Registration / Appl. Date</u>
Midwest Physician Administrative Services, LLC	DMG AESTHETICS THE ART & SCIENCE OF BEAUTY A MEMBER OF DUPAGE MEDICAL GROUP	4708025	3/24/2015
Midwest Physician Administrative Services, LLC	DUPAGE MEDICAL GROUP GET TREATED WELL	4332810	5/7/2013
Midwest Physician Administrative Services, LLC	QEA QUALITY EFFICIENCY ACCESS	4486000	2/18/2014