

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450073

| | | | |
|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 5825/0568 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANTARES CAPITAL LP. | | 11/01/2017 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | NAVICURE, INC. | | |
| Street Address: | 2055 SUGARLOAF CIRCLE, SUITE 600 | | |
| City: | DELUTH | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30097 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2580376 | NAVICURE | |
| Registration Number: | 3549979 | NAVICURE | |
| Registration Number: | 3755403 | NAVICURE | |
| Registration Number: | 4330545 | 3-RING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 714540-1235 | | |
| Email: | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP | | |
| Address Line 1: | 650 TOWN CENTER DRIVE, 20TH FLOOR | | |
| Address Line 4: | COSTA MESA, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0205 | | |
| NAME OF SUBMITTER: | KRISTIN J AZCONA | | |
| SIGNATURE: | /KJA/ | | |
| DATE SIGNED: | 11/07/2017 | | |
| Total Attachments: 4 | | | |

OP \$115.00 2580376

source=Zelda - release of trademark#page1.tif

source=Zelda - release of trademark#page2.tif

source=Zelda - release of trademark#page3.tif

source=Zelda - release of trademark#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE, dated as of November 1, 2017 (this "Release"), is made by Antares Capital LP, as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Parties from time to time party to the Credit Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BNVC Holdings, Inc., a Delaware corporation ("Holdings"), BNVC Merger Sub, Inc., a Delaware corporation (as further defined in Section 1.1 of the Credit Agreement, the "Borrower"), the Lenders from time to time party thereto, the Collateral Agent, and the other parties party thereto.

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and any Subsidiaries of the Borrower that are a party thereto as Grantors, executed and delivered a Security Agreement, dated as of July 1, 2016 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Navicure, Inc. (the "IP Grantor") executed and delivered the Grant of Security Interest in Trademarks, dated as of July 1, 2016, in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 5825, Frame 0568, on July 1, 2016 (the "Trademark Security Agreement"). Capitalized Terms not defined herein shall have the meanings attributed to them in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, the IP Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all the following property then owned or at any time thereafter acquired by the IP Grantor, in each case, that is not Excluded Property (collectively, the "Trademark Collateral"):

(i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, then existing or thereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office or any similar offices in any State of the United States or any other jurisdiction, including those U.S. registered trademarks and applications owned by the IP Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges corresponding thereto throughout the world.

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its lien on and security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 4 of the Trademark Security Agreement, the Collateral Agent has agreed to: (i) release all of its security interest covering the Trademark Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the IP Grantor; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement or otherwise.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its lien on and security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the IP Grantor, and re-assigns to the IP Grantor, any and all right, title and interest it has in and to, the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANTARES CAPITAL LP,
as Collateral Agent




By: _____

Name: Lofton Spencer

Title: Its Duly Authorized Signatory

SCHEDULE A

Navicure, Inc.:

| Mark | Application Number | Application Date | Registration Number | Registration Date |
|---|--------------------|------------------|---------------------|-------------------|
| NAVICURE | 78/025,544 | 09/12/2000 | 2,580,376 | 06/11/2002 |
|  | 77/468,865 | 05/08/2008 | 3,549,979 | 12/23/2008 |
| NAVICURE | 77/468,071 | 05/07/2008 | 3,755,403 | 03/02/2010 |
| 3-RING | 85/574,553 | 03/20/2012 | 4,330,545 | 05/07/2013 |

Schedule A to Release of Security Interest in Trademarks

US-DOCS\94537726.3