# ETAS ID: TM463635

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JobsOhio		09/30/2017	Non-Profit Corporation: OHIO

TRADEMARK ASSIGNMENT COVER SHEET

### **RECEIVING PARTY DATA**

Name:	Doc Halo, Inc.	
Street Address:	1 West 4th Street	
Internal Address:	10th Floor	
City:	Cincinnati	
State/Country:	OHIO	
Postal Code:	45202	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	87356173	DOC HALO
Serial Number:	85167020	DOCHALO
Serial Number:	87381227	HALO HANDOFF
Serial Number:	87381235	HALO PRONTO
Serial Number:	87592742	HALO SPECTRUM
Serial Number:	87371475	PATIENT HALO
Serial Number:	87017596	THE CLINICAL COMMUNICATION COMPANY
Serial Number:	87371484	THE CLINICAL COMMUNICATION PLATFORM
Serial Number:	87017562	THE HALO OF COMMUNICATION

### **CORRESPONDENCE DATA**

**Fax Number:** 3177133699

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:** 317-713-3412

Email: twagner@taftlaw.com
Correspondent Name: Tiffini S. Wagner
Address Line 1: One Indiana Square

Address Line 2: Suite 3500

Address Line 4: Indianapolis, INDIANA 46204

TRADEMARK REEL: 006281 FRAME: 0123

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NAME OF SUBMITTER:	Tiffini S. Wagner		
SIGNATURE:	/ Tiffini S. Wagner /		
DATE SIGNED:	02/28/2018		
Total Attachments: 4			
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## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made and effective as of September <u>30</u>, 2017 (the "Effective Date") by JobsOhio, an Ohio nonprofit corporation ("JobsOhio"), in its capacity as the secured party under the Loan Agreement referenced below, in favor of Doc Halo, Inc., a Delaware corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan Agreement, dated as of October 31, 2016 (as amended, supplemented or otherwise modified from time to time) between the Grantor and JobsOhio, the Grantor executed and delivered to JobsOhio that certain Intellectual Property Security Agreement by and between the Grantor and JobsOhio dated as of October 31, 2016 (the "Original IP Agreement"), which Original IP Agreement was amended and restated pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of June 2, 2017 (the "A/R IP Security Agreement") (the A/R IP Security Agreement, together with the Original IP Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to JobsOhio a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the IP Collateral, as defined in the IP Security Agreement;

WHEREAS, the Original IP Agreement was previously recorded with the United States Patent and Trademark Office at Reel 005913, Frame 0470, on November 2, 2016, and the A/R IP Security Agreement was previously recorded with the United States Patent and Trademark Office at Reel 006079, Frame 0479, on June 8, 2017; and

WHEREAS, the Grantor has requested that JobsOhio enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest JobsOhio may have in the IP Collateral pursuant to the Security Agreements.

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

- 1. Release of Security Interest. JobsOhio, on behalf of its successors, legal representatives and assigns, hereby terminates the A/R IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have in, to and under the following IP Collateral:
- (a) the trademark registrations and applications attached hereto as <u>Schedule 1</u>, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "<u>Trademarks</u>"), excluding only intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treatises and conventions and otherwise throughout the world;
- (c) 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

- (d) 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 from 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. <u>Further Assurances</u>. JobsOhio agrees to take all further actions, and to provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

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

**JOBSOHIO** 

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Title: General Counsel

[Signature Page to Release of IP Security Agreement]

### Schedule 1-Trademarks

- 1. DOC HALO, serial no. 87356173, application filing date March 2, 2017;
- 2. DOCHALO, registration no. 85167020, registration date March 20, 2012;
- 3. HALO HANDOFF, serial no. 87381227, application filing date March 22, 2017;
- 4. HALO PRONTO, serial no. 87381235, application filing date March 22, 2017;
- 5. HALO SPECTRUM, serial no. 87592742, application filing date August 31, 2017;
- 6. PATIENT HALO, serial no. 87371475, application filing date March 15, 2017;
- 7. THE CLINICAL COMMUNICATION COMPANY, serial no. 87017596, application filing date April 28, 2016;
- 8. THE CLINICAL COMMUNICATION PLATFORM, serial no. 87371484, application filing date March 15, 2017;
- THE HALO OF COMMUNICATION, serial no. 87017562, application filing date April 28, 2016

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**RECORDED: 02/28/2018**