

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as administrative agent		03/14/2011	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Intermedix Corporation		
Street Address:	424 Church Street		
Internal Address:	Suite 2400		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Corporation: DELAWARE		
Name:	Medical Consultants, Inc.		
Street Address:	3303 South Meridian Avenue		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73119		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3316649	INTERMEDIX	
Registration Number:	3156304	INTERMEDIX	
Registration Number:	3248573	TRIPTIX	
Registration Number:	1597793	EPBS	
Registration Number:	2031295	EMERGENCY PHYSICIANS BILLING SERVICES	
Registration Number:	2022669	EMERGENCY PHYSICIANS DICTATION SERVICES	
Registration Number:	1982399	EPDS	
Registration Number:	3137742	EMERGENCY PHYSICIANS DICTATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2147467777		

CH \$215.00 3316649

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: 214.746.8250
Email: juan.arias@weil.com
Correspondent Name: Brendan Conley
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 200 Crescent Court, Suite 300
Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER:	Brendan Conley-54319.0001
--------------------------------	---------------------------

NAME OF SUBMITTER:	Brendan Conley
---------------------------	----------------

SIGNATURE:	/Brendan Conley/
-------------------	------------------

DATE SIGNED:	06/06/2018
---------------------	------------

Total Attachments: 17

source=USPTO Cover Letter#page1.tif
source=USPTO Cover Letter#page2.tif
source=USPTO Cover Letter#page3.tif
source=USPTO Cover Letter#page4.tif
source=USPTO Cover Letter#page5.tif
source=USPTO Cover Letter#page6.tif
source=USPTO Cover Letter#page7.tif
source=USPTO Cover Letter#page8.tif
source=USPTO Cover Letter#page9.tif
source=USPTO Cover Letter#page10.tif
source=USPTO Cover Letter#page11.tif
source=USPTO Cover Letter#page12.tif
source=USPTO Cover Letter#page13.tif
source=USPTO Cover Letter#page14.tif
source=USPTO Cover Letter#page15.tif
source=USPTO Cover Letter#page16.tif
source=USPTO Cover Letter#page17.tif

Weil, Gotshal & Manges LLP

200 Crescent Court, Suite 300
Dallas, TX 75201-6950
+1 214 746 7700 tel
+1 214 746 7777 fax

Via Electronic Trademark Assignment System (ETAS)

June 6, 2018

Brendan Conley
+1 (214) 746 8250
Brendan.Conley@weil.com

Assignment Recordation Branch
USPTO, P.O. Box 1450
Alexandria, VA 22313-1450

Re: Release of Trademark Security Agreement

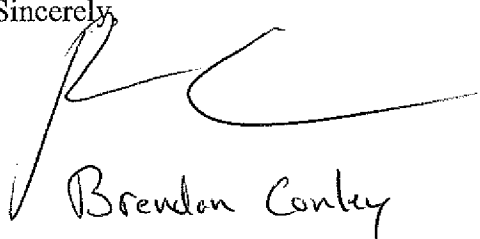
To whom it may concern,

Please find attached as Exhibit A a copy of a 2011 IP Security Agreement Release that was recorded with the USPTO against a Trademark Security Agreement recorded with the USPTO at Reel 4265, Frame 0116 on August 23, 2010 (the "Original Trademark Security Agreement"). Please find attached as Exhibit B a copy of the Payoff Letter evidencing the termination of the underlying Loan Documents with respect to which the original Trademark Security Agreement was filed. The Agent referenced in the Payoff Letter is General Electric Capital Corporation, an entity that is no longer in existence and is unable to take actions per the terms of the Payoff Letter.

In our diligence of the trademarks identified in the Trademark Security Agreement, we have determined that identical copies of the Original Trademark Security Agreement were recorded two additional times with distinct cover sheets. The Original Trademark Security Agreement identified above was recorded with "Revenue Rescue, Inc." as the "Conveying Party" in the cover letter. The same agreement was again recorded at Reel 4265, Frame 0248 on August 23, 2010 with "Intermedix Corporation" as the "Conveying Party" and again recorded at Reel 4265, Frame 0363 on August 23, 2010 with "Medical Consultants, Inc." as the "Conveying Party". Each separate recording covered the same Intellectual Property.

As we are unable to obtain signed releases from the original Agent for the additional two Trademark Security Agreement filings, we are submitting the 2011 IP Security Agreement Release and a copy of the Payoff Letter to evidence the termination of the underlying obligations. We are requesting that the Reel 4265/Frame 0248 and Reel 4265/Frame 0363 Trademark Security Agreements be terminated and such termination be reflected in the USPTO database. If there are additional steps that are required or if there is any guidance as to how we can terminate these filings, please let us know.

Sincerely,



Brendan Conley

TRADEMARK
REEL: 006347 FRAME: 0866

Assignment Recordation Branch
June 6, 2018
Page 2

Weil, Gotshal & Manges LLP

Exhibit A

2011 IP Security Agreement Release

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 14, 2011 (this "Termination and Release"), is from GENERAL ELECTRIC CAPITAL CORPORATION ("G.E."), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the Secured Parties (as defined in the Credit Agreement, dated as of August 23, 2010 (the "Credit Agreement")).

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement dated as of August 23, 2010 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified) by the Grantors party thereto in favor of the Agent (the "Trademark Security Agreement") a security interest (the "Security Interest") was granted by such Grantors to the Agent in the Collateral referenced in the Trademark Security Agreement (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office, at Reel 4265, Frame 0116 on August 23, 2010; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Released Collateral (as defined herein).

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, pursuant to the Credit Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral listed in Exhibit 1 attached hereto (the "Released Collateral"). Any and all right, title or interest of the Agent in the Released Collateral and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Released Collateral and any and all causes of action which may exist by reason of infringement of the Released Collateral, shall hereby cease and become void.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 
Name: _____
Jonathan Ruschhaupt
Duly Authorized Signatory

Exhibit 1 - Trademark Collateral

OWNER	REGISTRATION NUMBER	DESCRIPTION
REVENUE RESCUE, INC.	3561783	FDDATALINK
INTERMEDIX CORPORATION	3316649	INTERMEDIX (WORD AND DESIGN)
ADVANCED DATA PROCESSING, INC.	3301461	ADVANCED DATA PROCESSING, INC.
ADVANCED DATA PROCESSING, INC.	3311339	DESIGN ONLY
INTERMEDIX TECHNOLOGIES, INC.	3248573	TRIPTIX
MEDICAL CONSULTANTS, INC.	3137742	EMERGENCY PHYSICIANS DICTATION SERVICES
REVENUE RESCUE, INC.	3128936	REVENUE RESCUE
INTERMEDIX CORPORATION	3156304	INTERMEDIX (BLOCK LETTERS)
EMSYSTEMS LLC	2896824	EMSYSTEMS
EMSYSTEMS LLC	2827139	FRONTLINES OF MEDICINE
EMSYSTEMS LLC	2301047	EMSYSTEMS
MEDICAL CONSULTANTS, INC.	2031295	EMERGENCY PHYSICIANS BILLING SERVICES
MEDICAL CONSULTANTS, INC.	2022669	EMERGENCY PHYSICIANS DICTATION SERVICES
MEDICAL CONSULTANTS, INC.	1982399	EPDS
MEDICAL CONSULTANTS, INC.	1597793	EPBS

Assignment Recordation Branch
June 6, 2018
Page 3

Weil, Gotshal & Manges LLP

Exhibit B

Payoff Letter

March 14, 2011

Intermedix Corporation
6451 N. Federal Hwy., Suite 1002
Ft. Lauderdale, Florida 33308-1415

Re: **Payoff Letter**

Ladies and Gentlemen:

Reference is made to (i) that certain Credit Agreement, dated as of August 23, 2010 (the "Credit Agreement"), among Intermedix Corporation, a Delaware Corporation (the "Borrower"), the other Loan Parties signatory thereto, General Electric Capital Corporation ("GE Capital"), as Lender, Administrative Agent and Revolver Agent (in such capacities, "Agent"), Swing Line Lender and L/C Issuer and the other Lenders signatory thereto from time to time, including by means of Exchange as contemplated therein, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents").

Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower expects to obtain refinancing (the "Refinancing") from GE Capital and Senior Secured Loan Fund LLC ("New Lenders") pursuant to a Credit Agreement, dated as of the date hereof (the "New Credit Agreement"), by and among the parties to the Credit Agreement (for which GE Capital is Administrative Agent and Revolver Agent thereunder (in such capacities, the "New Agent")), for the purpose of, among other things, paying in full all outstanding "Obligations", other than contingent Obligations (in respect of which no claim has been asserted) under or in respect of the Credit Agreement, including by means of Exchange as contemplated therein. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Notwithstanding anything to the contrary set forth in the Credit Agreement upon (i) Agent's receipt today of a federal funds wire transfer in the amount of \$651,967.07 (the "Payoff Amount"), which amount represents certain of the Obligations (as described on Exhibit 1 hereto) outstanding under the Loan Documents, excluding, in any event (w) principal of the Term B Loans outstanding at the Payoff Effective Time (as defined below), (x) principal of the Revolving Credit Loans outstanding at the Payoff Effective Time, (y) accrued and unpaid commitment fees arising under Section 2.09(a) of the Credit Agreement (which fees shall become payable under the New Credit Agreement) and (z) any funding losses which would otherwise be payable under Section 3.05 of the Credit Agreement as a result of the refinancing of the Obligations today

(which funding losses are hereby waived by the Lenders), (ii) Agent's receipt of notification from the New Lenders to Agent and the Borrower that the Exchange of the Original Term B Loans for Term B Loans (as such terms are defined in the New Credit Agreement) has occurred under the New Credit Agreement, and the Exchange of the Original Revolving Credit Loans for Revolving Credit Loans (as such terms are defined in the New Credit Agreement), has occurred under the New Credit Agreement, (iii) Agent's receipt of a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrower, each other Loan Party signatory hereto and the New Agent and (iv) King & Spalding LLP's receipt of a federal funds wire transfer of the amount of legal fees and expenses set forth on Exhibit 2 hereto (the time at which all of the conditions in the foregoing clauses (i), (ii), (iii) and (iv) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to deliver to the Borrower the original stock certificates and other instruments in Agent's possession and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests in all of the assets and property of the Borrower and the Loan Parties (the "Property"). The Borrower and the other Loan Parties consent to the delivery at the Payoff Effective Time by Agent to the New Agent of the Property in the possession of Agent.

Upon the Payoff Effective Time, Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations, including all outstanding non-contingent Obligations (in respect of which no claim has been asserted), of the Borrower or the Loan Parties under or relating to the Loan Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) the Loan Documents shall terminate and be of no further force or effect other than those provisions therein that expressly survive termination. Further, Agent agrees to take all reasonable additional steps requested by New Agent or the Borrower as may be necessary to release its security interests in the Property. The Borrower agrees to pay in accordance with Section 10.04 of the Credit Agreement Agent for all reasonable and documented out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitments of Lenders and Agent to make Credit Extensions under the Loan Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make to the Borrower or to renew, extend or amend any existing L/C Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities under or in respect of the Loan Documents insofar as such

obligations and liabilities expressly survive termination of the Loan Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to Deutsche Bank Trust Company Americas, New York, New York, Account No. 50-232-854, ABA No. 021-001-033, Account Name: GE Capital, Reference: Intermedix, no later than 4:00 p.m. (New York time) today.

The Borrower and each Lender hereby agree that on or prior to the Payoff Effective Date, the Term B Loans (outstanding on the date hereof) and the Revolving Credit Loans (outstanding on the date hereof) can be satisfied by the Lender holding such Term B Loans or Revolving Credit Loans exchanging same for a like principal amount of, respectively, "Term B Loans" or "Revolving Credit Loans" (under and as such terms are defined in the New Credit Agreement), and the Term B Loans and Revolving Credit Loans under the Credit Agreement, once so exchanged, shall, notwithstanding anything to the contrary set forth in the Credit Agreement, be deemed paid and satisfied in full.


This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

[signature page follows]

If you need additional information, please do not hesitate to contact us.

Very truly yours,

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent, Revolver
Agent and Lender under the Credit Agreement


By: 
Name: JONATHAN RUSCHAUPF
Its: Duly Authorized Signatory

[Pay-Off Letter]

TRADEMARK
REEL: 006347 FRAME: 0875

ACCEPTED AND AGREED:

INTERMEDIX HOLDINGS INC.
INTERMEDIX MIDCO INC.
GCM LITTLE ARBOR (MCI) INVESTORS INC.
GLENVIEW (MCI) INVESTORS INC.

By: 

Name: Todd M. Abbrecht


Title: President

[Pay-Off Letter]

TRADEMARK
REEL: 006347 FRAME: 0876

ACCEPTED and AGREED:

INTERMEDIX CORPORATION
ADVANCED DATA PROCESSING, INC.
MEDICAL CONSULTANTS, INC.

By: 
Name: Brian Helman
Title: Chief Financial Officer

[Pay-Off Letter]

TRADEMARK
REEL: 006347 FRAME: 0877

SENIOR SECURED LOAN FUND LLC, as Lender
under the Credit Agreement

By: Ares Capital Corporation, as Manager

By: _____

Name:

Title: **ERIC BECKMAN**

AUTHORIZED SIGNATORY

By: GE Commercial Finance Advisory Services LLC, as
Manager

By: _____

Name:

Title:

[Pay-Off Letter]

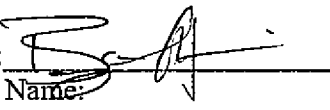
TRADEMARK
REEL: 006347 FRAME: 0878

SENIOR SECURED LOAN FUND LLC, as Lender
under the Credit Agreement

By: Ares Capital Corporation, as Manager

By: _____
Name:
Title:

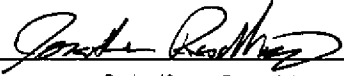
By: GE Commercial Finance Investment Advisory Services
LLC, as Manager

By: 
Name:
Title:

BENJAMIN L. CHAPIN
DULY AUTHORIZED SIGNATORY

[Pay-Off Letter]

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent
and Revolver Agent under the New Credit Agreement

By: 
Name: **Jonathan Ruschhaupt**
Title: **Duly Authorized Signatory**

[Pay-Off Letter]

Exhibit 1

Accrued and unpaid interest	\$652,033.17
UCC charges	133.90
Overpayment	<u>(200.00)</u>
	\$651,967.07

Exhibit 2

Legal Fees and Expenses

King & Spalding LLP - \$87,325.87

Instructions: Sun Trust Bank
ABA 061 000 104
SWIFT: SNTRUS3A
USD Account 88002 12475
Account Name: King & Spalding LLP
Reference: Robert S. Finley 115009/009018