

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		10/11/2018	Bank: OHIO
RECEIVING PARTY DATA			
Name:	Envision Healthcare Corporation		
Street Address:	1A Burton Hills Blvd.		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4913724	CARMA	
Registration Number:	4786395	EVOLUTION HEALTH	
Registration Number:	4786396	EVOLUTION HEALTH	
Registration Number:	4732228	EVOLUTION HEALTH	
Registration Number:	4676150		
Registration Number:	4676151		
Registration Number:	4676152		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1003038 TMR 5990-0827(7)		
NAME OF SUBMITTER:	Sonya Jackman		

OP \$190.00 4913724

SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/16/2018
Total Attachments: 4 source=#91372275v1 - (Envision Payoff - Trademark Release (Envision Healthcare Corporation) RF 5990-0827 (7))#page2.tif source=#91372275v1 - (Envision Payoff - Trademark Release (Envision Healthcare Corporation) RF 5990-0827 (7))#page3.tif source=#91372275v1 - (Envision Payoff - Trademark Release (Envision Healthcare Corporation) RF 5990-0827 (7))#page4.tif source=#91372275v1 - (Envision Payoff - Trademark Release (Envision Healthcare Corporation) RF 5990-0827 (7))#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 11, 2018 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the “Term Loan Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of May 25, 2011, by and among the Term Loan Collateral Agent (as successor in interest to Deutsche Bank AG New York Branch (the “Prior Term Loan Collateral Agent”)), the Grantor, Envision Healthcare Corporation (the “Borrower”) and certain other parties thereto (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”), the Grantor granted to the Term Loan Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Term Loan Security Agreement, the Grantor executed and delivered a Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of May 4, 2016, for recordal with the United States Patent and Trademark Office on May 5, 2016 at Reel/Frame 005786/0746 (the “Term Loan Trademark Security Agreement”);

WHEREAS, the Term Loan Collateral Agent, the Prior Term Loan Collateral Agent, the Borrower and certain other parties entered into that certain Agency Transfer Agreement, dated as of December 1, 2016, whereby the Prior Term Loan Collateral Agent resigned as Administrative Agent and Collateral Agent and was succeeded to and replaced by the Term Loan Collateral Agent as successor Administrative Agent and Collateral Agent; and

WHEREAS, the Prior Term Loan Collateral Agent and the Term Loan Collateral Agent are party to that certain Notice of Succession of Agency, dated as of February 3, 2017 and recorded with the United States Patent and Trademark Office on February 7, 2017 at Reel/Frame 5990/0827, pursuant to which the Prior Term Loan Collateral Agent and the Term Loan Collateral Agent agreed that the Prior Term Loan Agent’s security interest in certain trademark registrations and applications arising under the Term Loan Security Agreement, including the trademark registrations and applications set forth Schedule I attached hereto (the “Released Trademark Collateral”), was succeeded by and transferred to the Term Loan Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Term Loan Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Term Loan Security Agreement or the Term Loan Trademark Security Agreement, as applicable.

2. Release. The Term Loan Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Trademark Collateral. If and to the extent that the Term Loan Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Term Loan Trademark Security Agreement, the Term Loan Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Term Loan Trademark Security Agreement.

4. Further Assurances. The Term Loan Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Term Loan Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

[Signature Pages Follow]

JPMORGAN CHASE BANK, N.A., acting in
its capacity as Collateral Agent for the Secured
Parties

By: 
Name: John Kushnerick
Title: Executive Director

[Envision – Signature Page to Trademark Release]

TRADEMARK
REEL: 006467 FRAME: 0283

Schedule I

Trademark	Owner	Reg. No.
CARMA	Envision Healthcare Corporation	4913724
EVOLUTION HEALTH	Envision Healthcare Corporation	4786395
EVOLUTION HEALTH	Envision Healthcare Corporation	4786396
EVOLUTION HEALTH	Envision Healthcare Corporation	4732228
Design only	Envision Healthcare Corporation	4676150
Design only	Envision Healthcare Corporation	4676151
Design only	Envision Healthcare Corporation	4676152