

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Collateral Agent		11/01/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	PhysAssist Scribes, Inc.
Street Address:	6451 Brentwood Stair Rd.
Internal Address:	Suite 100
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76112
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5040433	BE A SCRIBE
Registration Number:	3813417	I AM SCRIBE
Registration Number:	4608425	I AM SCRIBE UNIVERSITY
Registration Number:	3813421	PHYSASSIST SCRIBES
Registration Number:	3813419	TAKING THE DOC OUT OF DOCUMENTATION
Registration Number:	4565733	TRAINING AMERICA'S SCRIBES

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8000

Email: juan.arias@weil.com

Correspondent Name: Phong Bui

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Phong Bui -68582.0165

TRADEMARK

NAME OF SUBMITTER:	Phong Bui
SIGNATURE:	/Phong Bui/
DATE SIGNED:	11/02/2018
Total Attachments: 3 source=99980-0001(2018-11-01 16-36-45)#page1.tif source=99980-0001(2018-11-01 16-36-45)#page2.tif source=99980-0001(2018-11-01 16-36-45)#page3.tif	

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

This Release of Security Interest in Certain Trademark Collateral is made and effective as of November 1, 2018 by Cortland Capital Market Services LLC, in its capacity as collateral agent pursuant to the Credit Agreement (as defined hereinafter) (in such capacity, the “Agent”) in favor of PhysAssist Scribes, Inc., a Texas corporation (“PhysAssist”). Capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable.

WHEREAS, reference is hereby made to that certain Credit Agreement dated as of February 1, 2018 (as amended, modified or amended and restated from time to time, the “Credit Agreement”) by and among Tennessee Parent, Inc., Team Health Holdings, Inc., PhysAssist, the other Guarantors (as defined in the Credit Agreement) from time to time party thereto, the lenders from time to time party thereto and the Agent; and


WHEREAS, pursuant to (i) that certain Security Agreement dated as of February 1, 2018, by PhysAssist and the other Grantors (as defined therein) from time to time party thereto in favor of the Agent; and (ii) that certain Trademark Security Agreement dated as of February 1, 2018 (as amended, modified or amended and restated from time to time, the “Trademark Security Agreement”), by PhysAssist and the other Grantors (as defined therein) from time to time party thereto in favor of the Agent and recorded in the United States Patent and Trademark Office on February 2, 2018, at Trademark Reel and Frame No. 6264/0740, PhysAssist pledged and granted to the Agent a lien on and security interest in all of PhysAssist’s right, title and interest in, to and under all Trademark registrations and applications of PhysAssist, including those listed on Appendix A attached hereto (collectively referred to as the “PhysAssist Trademark Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent (in its capacity as such on behalf of the Secured Parties) hereby (i) (a) terminates, discharges, cancels and releases all of its security interest in and lien on all of the PhysAssist Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement, (b) re-transfers, re-conveys and re-assigns to PhysAssist any and all right, title and interest that the Agent or any Secured Party may have in or to the PhysAssist Trademark Collateral, and (c) acknowledges and agrees that it and the Secured Parties have no further interests in such PhysAssist Trademark Collateral and that PhysAssist is hereby released from the Trademark Security Agreement, (ii) agrees that it shall, at the sole cost and expense of PhysAssist, execute all other documents and do all other acts reasonably requested by PhysAssist to effect the release of such rights to PhysAssist; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record this Release of Security Interest in Certain Trademark Collateral and any other filings necessary to evidence the release and termination of the Agent’s rights under the PhysAssist Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Certain Trademark Collateral as of the day and year first above written.

CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent

By: 
Name: _____
Title: Matthew Trybula
Associate Counsel

[Signature Page to Release of Security Interest in Certain Trademark Collateral]

TRADEMARK
REEL: 006473 FRAME: 0833

APPENDIX A

TRADEMARK COLLATERAL

U.S. Trademark Registrations & Applications

	Owner	Mark	App. No.	Reg. No.
1.	PhysAssist Scribes, Inc.	BE A SCRIBE	86/893,532	5,040,433
2.	PhysAssist Scribes, Inc.	I AM SCRIBE	77/839,528	3,813,417
3.	PhysAssist Scribes, Inc.	I AM SCRIBE UNIVERSITY	86/064,324	4,608,425
4.	PhysAssist Scribes, Inc.	PHYSASSIST SCRIBES	77/839,605	3,813,421
5.	PhysAssist Scribes, Inc.	TAKING THE DOC OUT OF DOCUMENTATION	77/839,566	3,813,419
6.	PhysAssist Scribes, Inc.	TRAINING AMERICA'S SCRIBES	86/061,446	4,565,733

Appendix A to Release of Security Interest in Certain Trademark Collateral