

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502536

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|---|---|--|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Capstar Bank | | 12/18/2018 | Corporation: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | CRH FL Management, LLC | | |
| Street Address: | 2675 Paces Ferry Road SE | | |
| Internal Address: | Suite 200 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30339 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3404961 | WHEN YOU NEED A DOCTOR NOT AN APPOINTMEN | |
| Registration Number: | 4390782 | 'FORE WHEN YOU'RE NOT FEELING UP TO PAR | |
| Registration Number: | 4298171 | WE PUT YOUR FAMILY IN OUR FAMILY MEDICIN | |
| Registration Number: | 4561590 | YOUR STUDENT NEIGHBORHOOD MEDICAL CENTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | 212-841-0406 | | |
| Email: | USTrademarkMail@ropesgray.com, melissa.karasavidis@ropesgray.com | | |
| Correspondent Name: | Melissa Karasavidis, Ropes & Gray LLP | | |
| Address Line 1: | 1211 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 111645-0018-003 | | |
| NAME OF SUBMITTER: | Melissa Karasavidis | | |
| SIGNATURE: | /Melissa Karasavidis/ | | |
| DATE SIGNED: | 12/18/2018 | | |

CH \$115.00 3404961

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as December 18, 2018, by CAPSTAR BANK, as Administrative Agent (in such capacity, the “Secured Party”) for certain lenders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, CRH FL MANAGEMENT, LLC, a Delaware limited liability company (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of July 1, 2016 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks (used herein as defined therein) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 1, 2016, at Reel 005827, Frame 0318;

WHEREAS, Grantor has requested that Secured Party terminate and release its security interest in and liens on the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party’s security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby irrevocably and unconditionally terminates, releases and discharges its continuing security interest in and liens on Grantor’s entire right, title and interest in and to any collateral in respect of which a security interest was granted by the Grantor to Secured Party under the Security Agreement and/or the Security and Pledge Agreement (as defined in the Security Agreement), including the following, whether owned or existing at the time or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the “Trademark Collateral”):

(i) each Trademark of the Grantor listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby irrevocably and unconditionally reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Secured Party hereby authorizes the Grantor, or the Grantor’s authorized representative(s), as the case may be, to record this Trademark Release and Reassignment with the United States Patent and Trademark Office and any other applicable governmental office or agency. The Secured Party further authorizes and requests that any necessary United States government officer record this

Trademark Release and Reassignment, it being understood that such recordation shall be at the Grantor's sole expense.


4. The laws of the State of Tennessee shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

5. This Trademark Release and Reassignment may be executed in any number of counterparts, each of which so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CAPSTAR BANK, as Administrative Agent

By: 
Name: Mark D. Mattson
Title: Executive Vice President

SCHEDULE A

1. Registered Trademarks

| Owner | Mark | Serial No. Filing Date | Reg. No. Reg. Date |
|------------------------|---|-----------------------------------|-------------------------------|
| CRH FL Management, LLC | WHEN YOU NEED A DOCTOR NOT AN APPOINTMENT | 77240244 July 27, 2007 | 3404961 April 1, 2008 |
| CRH FL Management, LLC | 'FORE WHEN YOU'RE NOT FEELING UP TO PAR | 85679975 July 18, 2012 | 4390782 August 27, 2013 |
| CRH FL Management, LLC | WE PUT YOUR FAMILY IN OUR FAMILY MEDICINE | 85679306 July 17, 2012 | 4298171 March 5, 2013 |
| CRH FL Management, LLC | YOUR STUDENT NEIGHBORHOOD MEDICAL CENTER | 85917046 April 29, 2013 | 4561590 July 1, 2014 |