# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM507952

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		01/29/2019	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	MDEVERYWHERE, INC.	
Trading As:		
Street Address:	230 3rd Avenue	
City:	Waltham	
State/Country:	MASSACHUSETTS	
Postal Code:	02541	
Entity Type:	Corporation: DELAWARE	
Name:	E-MDS, INC.	
Street Address:	500 West Whitestone, Suite 200	
City:	Cedar Park	
State/Country:	TEXAS	
Postal Code:	78613	
Entity Type:	Corporation: TEXAS	

## **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark	
Registration Number:	2600591	EVERYCHARGE	
Registration Number:	2742518	MD EVERYWHERE	
Registration Number:	2592287	MDEVERYWHERE	
Serial Number:	85837248	E-MDS CLOUD CHART	
Serial Number:	85837245	E-MDS CLOUD PM	
Serial Number:	85836800	E-MDS CLOUD SOLUTIONS	
Serial Number:	85823449	E-MDS CLOUD SERVICES	
Serial Number:	85823427	E-MDS ENTERPRISECLOUD	
Registration Number:	3650970	E-MDS DOCMAN	
Registration Number:	3552634	CHARTING THE FUTURE OF HEALTHCARE	
Registration Number:	3443188	SOLUTION SERIES	
Registration Number:	3443187	TRACKING BOARD	
	-	TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	3487308	TASKMAN
Registration Number:	3625703	E-MDS ROUNDS
Registration Number:	3668174	E-MDS
Registration Number:	3684865	E-MDS
Registration Number:	3715725	MEDICAPAEDIA
Registration Number:	2569571	E-MDS

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	14868.515021
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	01/30/2019

#### **Total Attachments: 3**

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> TRADEMARK REEL: 006545 FRAME: 0234

## TERMINATION AND RELEASE OF SECURITY AGREEMENT (TRADEMARKS)

THIS TERMINATION AND RELEASE OF SECURITY AGREEMENT (TRADEMARKS) (this "Termination"), is dated as of January 29<sup>th</sup>, 2019, and made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent under the below-defined Security Agreement, having an office at 2 North Lake Avenue, Suite 440, Pasadena, CA 91101 ("Grantee") to MDEVERYWHERE, INC., a Delaware corporation with its chief executive office at 230 3<sup>rd</sup> Avenue, Waltham, MA 02541 ("MDE"), and E-MDS, INC. (f/k/a E-MDS, INC.), a Texas corporation with its chief executive office at 500 West Whitestone, Suite 200, Cedar Park, Texas 78613 ("EMDS" and together with MDE, collectively "Grantors" and each individually a "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Security Agreement (Trademarks) dated as of March 20, 2015, made by Grantors in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 24, 2015, at Reel 5484 and Frame 0369; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

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

- 1. <u>Definitions</u>. The term "Collateral," as used herein, shall have the meaning set forth in the Security Agreement and shall mean and include all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.
- 2. <u>Release of Security Interest.</u> Grantee hereby (i) terminates the Security Agreement and terminates, releases and discharges its security interest in the Collateral, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising, and reassigns, grants, and conveys to each respective Grantor all right, title and interest of Grantee in the Collateral and (ii) authorizes the recordation of this Termination with the United States Patent and Trademark Office at Grantor's expense.
- 3. Representations and Warranties. Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.
- 4. Further Assurances. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents or other instruments and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

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TRADEMARK REEL: 006545 FRAME: 0235 IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: James Langford

Title: Assistant Vice President

**REEL: 006545 FRAME: 0236** 

# $\underline{Schedule\ A}$

Grantor	Mark	Registration or Serial No.	Country	Registration or Filing Date
MDEVERYWHERE, INC.	EVERYCHARGE	2600591	US	7/30/2002
MDEVERYWHERE, INC.	MD EVERYWHERE	2742518	US	7/29/2003
MDEVERYWHERE, INC.	MDEVERYWHERE	2592287	US	7/9/2002
E-MDS, INC.	E-MDS CLOUD CHART	85837248	US	1/31/2013
E-MDS, INC.	E-MDS CLOUD PM	85837245	US	1/31/2013
E-MDS, INC.	E-MDS CLOUD SOLUTIONS	85836800	US	1/30/2013
E-MDS, INC.	E-MDS CLOUD SERVICES	85823449	US	1/15/2013
E-MDS, INC.	E-MDS ENTERPRISECLOUD	85823427	US	1/15/2013
E-MDS, INC.	E-MDS DOCMAN	3650970	US	7/7/2009
E-MDS, INC.	CHARTING THE FUTURE OF HEALTHCARE	3552634	US	12/30/2008
E-MDS, INC.	SOLUTION SERIES	3443188	US	6/3/2008
E-MDS, INC.	TRACKING BOARD	3443187	US	6/3/2008
E-MDS, INC.	TASKMAN	3487308	US	8/19/2008
E-MDS, INC.	E-MDS ROUNDS	3625703	US	5/26/2009
E-MDS, INC.	E-MDS	3668174	US	8/18/2009
E-MDS, INC.	<b>MDs</b>	3684865	US	9/22/2009
E-MDS, INC.	MEDICAPAEDIA	3715725	US	11/24/2009
E-MDS, INC.	E-MDS	2569571	US	5/14/2002

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**RECORDED: 01/30/2019** 

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