

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Specified Trademarks recorded at R/F 5990/0793		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		11/01/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	PhysAssist Scribes, Inc.		
Street Address:	6451 Brentwood Stair Road		
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:	4608425	I AM SCRIBE UNIVERSITY	
Registration Number:	4565733	TRAINING AMERICA'S SCRIBES	
Registration Number:	3813421	PHYSASSIST SCRIBES	
Registration Number:	3813419	TAKING THE DOC OUT OF DOCUMENTATION	
Registration Number:	3813417	I AM SCRIBE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0681		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$165.00 5040433

DATE SIGNED:

02/19/2019

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of November 1, 2018 (the “Effective Date”), is made by JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of PHYSASSIST SCRIBES, INC. (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of February 6, 2017, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered a Trademark Security Agreement, dated as of February 6, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to certain collateral, including the Released Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 6, 2017 at Reel/Frame 5990/0793; and

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Officer’s Certificate, the Collateral Agent has agreed to release, discharge, terminate and cancel its lien on and security interest in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Collateral Agent (in its capacity on behalf of the Secured Parties), without representation or warranty of any kind, hereby (i) releases, discharges, terminates and cancels all of its lien on and security interest in and to all of the Grantor’s right, title and interest in, to and under all Trademark registrations and applications of the Grantor, including the registrations and applications set forth Schedule I attached hereto (collectively, the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement and (ii) authorizes and requests that the United States Patent and Trademark Office note and record this Release and any other filings necessary to evidence the release and termination of the Collateral Agent’s rights under the Released Trademark Collateral. If and to the extent that the Collateral Agent or any Secured Party has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Collateral Agent (in its capacity on behalf of the Secured Parties), without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns all such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement


with respect to all such other collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The 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 New York, without regard to conflicts of law or choice of law principles.

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

**JPMORGAN CHASE BANK, N.A., as
Collateral Agent**

By: 

Name: Helen D. Davis

Title: Authorized Officer

GRANTOR:

PHYSASSIST SCRIBES, INC.

By:  _____

Name: *David Jones*

Title: *VP & Treasurer*

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006567 FRAME: 0032

Schedule I

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	PhysAssist Scribes, Inc.	BE A SCRIBE	86893532	02/01/2016	5040433	09/13/2016
2.	PhysAssist Scribes, Inc.	I AM SCRIBE UNIVERSITY	86064324	09/13/2013	4608425	09/23/2014
3.	PhysAssist Scribes, Inc.	Training America's Scribes	86061446	09/11/2013	4565733	07/08/2014
4.	PhysAssist Scribes, Inc.	PHYSASSIST SCRIBES	77839605	10/01/2009	3813421	07/06/2010
5.	PhysAssist Scribes, Inc.	TAKING THE DOC OUT OF DOCUMENTATION	77839566	10/01/2009	3813419	07/06/2010
6.	PhysAssist Scribes, Inc.	I AM SCRIBE	77839528	10/01/2009	3813417	07/06/2010