

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512250

| | | | |
|---|----------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HERCULES TECHNOLOGY GROWTH CAPITAL, INC. | | 03/25/2015 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | MDEVERYWHERE, INC. | | |
| Street Address: | 230 THIRD AVENUE | | |
| City: | WALTHAM | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02451 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2742518 | MD EVERYWHERE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048853900 | | |
| <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: | 4048853155 | | |
| Email: | trademarks@troutman.com | | |
| Correspondent Name: | Austin Padgett | | |
| Address Line 1: | 600 Peachtree St. NE, Suite 3000 | | |
| Address Line 4: | Atlanta, GEORGIA 30308 | | |
| ATTORNEY DOCKET NUMBER: | 247419.15 HerculesRelease | | |
| NAME OF SUBMITTER: | Austin Padgett | | |
| SIGNATURE: | /Austin Padgett/ | | |
| DATE SIGNED: | 03/01/2019 | | |
| Total Attachments: 4 | | | |
| source=Hercules Release#page1.tif | | | |
| source=Hercules Release#page2.tif | | | |
| source=Hercules Release#page3.tif | | | |
| source=Hercules Release#page4.tif | | | |

CH \$40.00 2742518

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 25, 2015 (this "Release"), is made by Hercules Technology Growth Capital, Inc., a Maryland Corporation ("Lender") in favor of MDeverywhere, Inc., a Delaware corporation ("MDeverywhere," or the "Grantor") as follows:

WITNESSETH

Reference is made to that certain Second Amended and Restated Loan and Security Agreement, dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among the MDeverywhere and each of its subsidiaries, as Guarantors, and Lender. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan and Security Agreement;

WHEREAS, Grantor entered into that certain Trademark Security Agreement, dated as of June 20, 2013 (as amended and supplemented from time to time, the "Intellectual Property Security Agreement"), in favor of Lender in performance of each Grantor's guarantee of the Secured Obligations of Borrowers pursuant to the Loan and Security Agreement;

WHEREAS, pursuant to the Intellectual Property Security Agreement, Grantor has granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined below) including, without limitation, the trademarks set forth on Schedule 1 attached hereto, in favor of the Lender to secure the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of the date hereof, Lender acknowledges and agrees that the Grantor, in its respective capacity as Borrower or Guarantor, have satisfied all of their monetary and other obligations owed to the Lenders (other than under any inchoate indemnification obligations and any warrants) and Lender under the Loan and Security Agreement and that Grantor, in its respective capacity as Borrower or Guarantor, shall have no further obligation to the Lender under the Loan and Security Agreement (other than under any inchoate indemnification obligations and any warrants).

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

1. Trademark Collateral. For purposes of this Release, the term "Trademark Collateral" means all of each Grantor's right, title and interest in, to and under the following Collateral of such Grantor:
 - a. all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those listed on Schedule 1 hereto;
 - b. all renewals and extensions of the foregoing;
 - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past and future infringement, misappropriation, dilution, violation or other impairment thereof; provided, that Trademark Collateral shall not include any Excluded Property.
2. Release of Security Interest. Lender, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby RELEASES, terminates and discharges the entirety of its security interest in all of the Grantors' rights, title and interest in, to and under the Trademark Collateral, and any right, title or interest of Lender in such security interest, if any, shall hereby terminate, cease and become void.
3. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Massachusetts.

[The remainder of this page is intentionally left blank: signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**HERCULES TECHNOLOGY
GROWTH CAPITAL, INC.,**
a Maryland Corporation, as Lender



By:
Name: Ben Bang
Title: Associate General Counsel

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

**TRADEMARK
REEL: 006578 FRAME: 0087**

Schedule 1

Trademarks

| <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Country</u> |
|---------------|----------------------------|----------------------------------|----------------|
| EVERYCHARGE | 2600591 | 07/30/2002 Renewed 02/20/2013 | U.S.A. |
| MDEVERYWHERE | 2592287 | 07/09/2002 Renewed 01/23/2013 | U.S.A. |
| MD EVERYWHERE | 2742518 | 07/29/2003 | U.S.A. |