

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511833

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Administrative Agent		09/21/2007	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	HEALTHSMART PREFERRED CARE II, L.P.
Street Address:	222 West Las Colinas Boulevard
Internal Address:	Suite 600 North
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Limited Partnership: TEXAS
Name:	CAREVU CORPORATION
Street Address:	2002 West Loop 289 Wayland Plaza
Internal Address:	Suite 110
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2479995	SMARTACCESS
Registration Number:	3291285	CARE VU CORPORATION

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

CH \$65.00 2479995

Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	203110/1
NAME OF SUBMITTER:	Matthew Sumner
SIGNATURE:	/Matthew Sumner/
DATE SIGNED:	02/27/2019
Total Attachments: 6 source=Ares Capital Corporation#page1.tif source=Ares Capital Corporation#page2.tif source=Ares Capital Corporation#page3.tif source=Ares Capital Corporation#page4.tif source=Ares Capital Corporation#page5.tif source=Ares Capital Corporation#page6.tif	

September 21, 2007

The Parker Group, Inc.
2002 West Loop 289, Suite 110
Lubbock, TX 79407

Silver Point Finance, LLC, as Administrative Agent
Two Greenwich Plaza, First Floor
Greenwich, CT 06830

Re: Payment of amounts due from The Parker Group, Inc., et al.

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement, dated as of March 1, 2007 (the "Credit Agreement"), by and among The Parker Group, Inc., a Nevada corporation (the "Borrower"), certain subsidiaries of the Borrower party thereto (collectively, the "Guarantors"), the several banks and other financial institutions party thereto as lenders (collectively, the "Lenders") and Ares Capital Corporation, a Maryland corporation, as administrative agent for the Lenders (in such capacity, the "Agent"). All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

The Borrower has advised the Agent that the Borrower desires to repay all of the amounts, including but not limited to, all principal, interest, expenses, fees and other charges, owing by the Borrower to any of the Agent or the Lenders under the Credit Agreement (the "Repayment Amount").

This letter agreement acknowledges and confirms that the total amount of the Repayment Amount is:

- (a) \$ 39,232,364.81, if we receive payment in full of such amount in immediately available funds at the account set forth below at or before 2 p.m. New York, New York time on September 21, 2007, and
- (b) \$ 39,273,516.02, if we receive payment in full of such amount in immediately available funds at the account set forth below (i) after 2 p.m. New York, New York time on September 21, 2007 or (ii) at or before 2 p.m. New York, New York time on the next Business Day thereafter.

Payment of the Repayment Amount shall be made via wire transfer of immediately available federal funds to the following account:

U.S. Bank, N.A.
Minneapolis, MN
ABA#091-000-022
Swift # USBKUS44
DDA # 1731-0332-1738
FFC: ARCC 786127-700
Ref: ARES CAPITAL CORPORATION

Borrower covenants and agrees with Agent that (i) there have been no Extensions of Credit under the Credit Agreement or any other Credit Document since the day before the date of this letter agreement, (ii) notwithstanding anything to the contrary in the Credit Agreement, it shall not request any Extensions of Credit pursuant to the Credit Agreement or any other Credit Document on the date of this letter agreement through the date for which the Repayment Amount is valid and (iii) all Commitments under the Credit Agreement will be terminated upon receipt by Agent of payment in full of the Repayment Amount.

Upon receipt by the Agent of a fully-executed counterpart of this letter agreement signed by the Borrower and Silver Point Finance, LLC ("Silver Point") and receipt of payment in full in cash of the Repayment Amount in accordance with the instructions set forth above, and in consideration thereof:

(a) the Agent shall, (and the Borrower instructs the Agent to) (i) terminate any blocked account it has established on the Borrower's behalf in connection with the Credit Agreement and (ii) forward any further payments of principal, interest or fees under the Credit Agreement that it receives on the Borrower's behalf at any time after the date of the Lenders' receipt of the Repayment Amount to the following account:

Name: Parker Group Master
Bank: Bank of America
ABA No.: 026009593
Bank Acct. No.: 0047 8748 2277

; and

(b) the Agent's security interests in any assets of the Borrower or any Guarantor shall be automatically terminated and released, and in connection therewith the Agent (i) shall execute and deliver, at the Borrower's cost, any lien releases, reassignments of trademarks, discharges of security interests, and other similar reassignment, discharge or release documents as are reasonably requested by the Borrower to release, as of record, any security interests, liens, and other encumbrances against any of the assets of the Borrower or any Guarantor previously filed by the Agent with respect to the Obligations; provided, that the Agent shall have no obligation to prepare any such reassignment, discharge or release documents, (ii) shall deliver to Silver Point, for its own benefit and the benefit of other lenders, at the Borrower's cost, any possessory collateral held by it or its agents and (iii) hereby authorizes the Borrower, Silver Point, or any representative or agent of the Borrower or Silver Point, to terminate any and all security interests, liens,

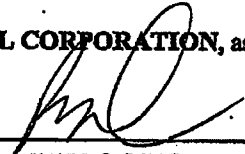
and other encumbrances against any of the assets of the Borrower or any Guarantor previously filed by the Agent with respect to the Obligations, including the filing of any Uniform Commercial Code termination statements and such other documents, agreements and instruments as are necessary to evidence such release and termination.

This letter agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Sincerely,

ARES CAPITAL CORPORATION, as Agent

By: 
Name: RICHARD S. DAVIS
Title: CHIEF FINANCIAL OFFICER

Accepted and Agreed to:

THE PARKER GROUP, INC., as Borrower

By: _____
Name: William Demberecky
Title: Executive Vice President & Secretary

SILVER POINT FINANCE, LLC

By: _____
Name: _____
Title: _____

Payoff Letter

Sincerely,

ARES CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

Accepted and Agreed to:

THE PARKER GROUP, INC., as Borrower

By: 
Name: William Dembefecky
Title: Executive Vice President & Secretary

SILVER POINT FINANCE, LLC

By: _____
Name: _____
Title: _____

Payoff Letter

Sincerely,

ARES CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

Accepted and Agreed to:

THE PARKER GROUP, INC., as Borrower

By: _____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

SILVER POINT FINANCE, LLC

By: *RP*
Name: Richard Petrill
Title: Authorized Signatory

Payoff Letter