

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM517129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARES CAPITAL CORPORATION, as Collateral Agent		04/01/2019	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HEALTHICITY, LLC		
<b>Street Address:</b>	2222 Sedwick Road		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27713		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4728569	7ATLIS	
<b>Registration Number:</b>	4826812	7ATLIS	
<b>Registration Number:</b>	4831957	AUDICY	
<b>Registration Number:</b>	4974942	H HEALTHICITY FIND SIMPLICITY	
<b>Serial Number:</b>	87155609	HEALTHICITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	34408.00012		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		

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<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	04/03/2019
<b>Total Attachments: 4</b> source=AAPC - Ares Trademark Release - Healthicity#page1.tif source=AAPC - Ares Trademark Release - Healthicity#page2.tif source=AAPC - Ares Trademark Release - Healthicity#page3.tif source=AAPC - Ares Trademark Release - Healthicity#page4.tif	

**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

**THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "Termination"), is dated as of April 1, 2019, and made by **ARES CAPITAL CORPORATION**, a Maryland corporation, as Collateral Agent ("Grantee") to **HEALTHICITY, LLC**, a North Carolina limited liability company, with a business address at 2222 Sedwick Road, Durham, NC 27713 ("Grantor").

**WHEREAS**, Grantee and Grantor are among the parties to that certain Credit Agreement dated as of December 15, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of December 29, 2017, made by the Grantor in favor of Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), the Grantor granted to the Grantee, among other collateral as set forth therein, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following, whether then owned or thereafter acquired or arising (as further defined in the Trademark Security Agreement, the "Trademark Collateral"):

- (a) each of Grantor's Trademarks, including those set forth on Schedule A attached hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

**WHEREAS**, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 12, 2018, at Reel 6248 and Frame 0702;

**WHEREAS**, Grantee now desires to terminate and release the Trademark Collateral, including, but not limited to, those Trademarks set forth on the attached Schedule A;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Grantee hereby states as follows:

1. Definitions. All terms not herein defined, have the meanings set forth in the Trademark Security Agreement referenced above or, if not defined therein, in the Credit Agreement.

2. Release of Security Interest. Grantee hereby (a) terminates the Trademark Security Agreement in its entirety, (b) terminates, releases and discharges any security interest in and lien upon the Trademark Collateral, including those Trademarks listed on the attached Schedule A, and (c) reassigns, transfers, and conveys to the person or persons legally entitled thereto any right, title and interest of Grantee in the Trademark Collateral, including those Trademarks listed on the attached Schedule A.

3. Further Assurances. Grantee hereby authorizes the Grantor or the Grantor's authorized representative to record this Termination with the United States Patent and Trademark Office. Grantee further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or the Grantor's agents or designees) may reasonably request (at the Grantor's sole cost and expense) in order to confirm this Termination and the Grantor's right, title and interest in, to and under the Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized signatory as of the date first written above.

**ARES CAPITAL CORPORATION**, as  
Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Scott L. \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signatory

[Signature Page to Healthicity, LLC Termination and Release of Grant of Security Interest in Trademark Rights]

Schedule A

Trademark Registrations/Applications

(see attached)

## SCHEDULE A

### Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
7ATLIS and Design	4,728,569	4/28/2015	US
7ATLIS	4,826,812	10/6/2015	US
AUDICY	4,831,957	10/13/2015	US
H HEALTHICITY FIND SIMPLICITY and Design	4,974,942	6/7/2016	US

### Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
HEALTHICITY	87/155,609	8/30/2016	US