

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital One, National Association (as successor in interest to Healthcare Financial Solutions, LLC, a Delaware limited liability company), as Agent		04/08/2019	national banking association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maxim Healthcare Services, Inc.		
<b>Street Address:</b>	7227 Lee Deforest Dr.		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21046		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77714492	ORBIS CLINICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4157336165		
<b>Email:</b>	awexner@goodwinlaw.com		
<b>Correspondent Name:</b>	Annelise Wexner		
<b>Address Line 1:</b>	3 Embarcadero Center, Floor 28		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Annelise Wexner		
<b>SIGNATURE:</b>	/s/Annelise Wexner		
<b>DATE SIGNED:</b>	04/08/2019		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is given as of April 8, 2019, by Capital One, National Association (as successor in interest to Healthcare Financial Solutions, LLC, a Delaware limited liability company), as Agent (in such capacity, the “Agent”) and for itself as a Lender, and the several financial institutions signatory hereto as Lenders (the “Lenders”), in favor of Maxim Healthcare Services, Inc., a Maryland corporation (the “Grantor”).

**WITNESSETH**

**WHEREAS**, the Grantor has entered into that certain Amended and Restated Credit Agreement, dated as of September 15, 2011, as amended by that certain Amendment, Waiver and Lien Release Agreement dated as of June 29, 2012, that certain Second Amendment to Credit Agreement dated as of December 19, 2012, that certain Third Amendment to Credit Agreement dated as of September 16, 2013, that certain Fourth Amendment to Credit Agreement dated as of July 27, 2015, that certain Fifth Amendment to Credit Agreement dated as of December 9, 2015, that certain Sixth Amendment to Credit Agreement dated as of December 23, 2015, that certain Seventh Amendment to Credit Agreement dated as of July 8, 2016, that certain Eighth Amendment to Credit Agreement dated as of November 30, 2016, that certain Ninth Amendment to Credit Agreement dated as of August 31, 2017, that certain Tenth Amendment to Credit Agreement dated as of April 26, 2018 and that certain Eleventh Amendment to Credit Agreement dated as of February 4, 2019 (as so amended and as may be further amended, modified and/or restated from time to time, the “Credit Agreement”), by and among the Grantor, the Lenders and the Agent;

**WHEREAS**, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, dated as of December 30, 2009, among the Grantor, the other grantors party thereto and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified to date, the “Security Agreement”), the Grantor has entered into that certain Trademark Security Agreement, dated as of December 30, 2009 (the “Trademark Security Agreement”), by the Grantor in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Trademark Security Agreement, as applicable;

**WHEREAS**, under the terms of the Trademark Security Agreement and pursuant to the Security Agreement, the Grantor granted to the Agent, as security, a lien on, and security interest in the Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, the Grantor’s respective Trademarks listed on Schedule 1 attached hereto (the “Released Trademark Collateral”);

**WHEREAS**, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on January 7, 2010 as Serial Number 77714492 at Reel 4126, Frame 0114;

**WHEREAS**, an executed copy of the Assignment of Intellectual Property Security Agreement was recorded with the USPTO on November 14, 2015 as Serial Number 77714492 at Reel 5668, Frame 0633;

**WHEREAS**, the Grantor has requested that the Agent release its security interest in the Released Trademark Collateral; and

**WHEREAS**, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Released Trademark Collateral.

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

1. Release. The Agent hereby, on behalf of itself, the Lenders, without representation or warranty of any kind by Agent (express or implied), irrevocably terminates, discharges, releases and cancels its continuing security interest and Lien in all right, title and interest in the Released Trademark Collateral and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantor.

2. Authorization. The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives or any new lender or collateral agent to the Lenders, to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement amendments with the applicable filing office in order to memorialize the release, discharge or termination of any Lien on, or security interest in, the Released Trademark Collateral as contemplated hereby.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the Lien on, and security interest in, the Released Trademark Collateral as contemplated hereby.

4. Release. The Agent releases the Released Trademark Collateral from the Trademark Security Agreement.

5. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

6. Counterparts. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

**CAPITAL ONE, NATIONAL  
ASSOCIATION**, as Agent, Swingline  
Lender and Lender

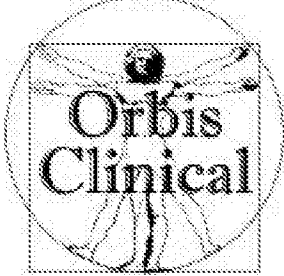
By:   
Name: **Mark Klaassens**  
Title: **Duly Authorized Signatory**

[Signature Page to Termination and Release of Security Interest in Trademarks]

**TRADEMARK  
REEL: 006612 FRAME: 0813**

SCHEDULE 1

Trademark Registrations/Applications

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/ REG. DATE</i>
	Maxim Healthcare Services, Inc.	77714492 / 3908633	04/15/200 9 / 01/18/201 1