TRADEMARK ASSIGNMENT COVER SHEET

# Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Collateral Agent		06/24/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Nextech Systems, LLC
Street Address:	4221 W. Boy Scout Blvd
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Limited Liability Company: FLORIDA
Name:	MDintellesys, LLC
Street Address:	4221 W. Boy Scout Blvd
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Limited Liability Company: FLORIDA
Name:	Supramed, LLC
Street Address:	4221 W. Boy Scout Blvd
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	4461761	NEXTECH	
Registration Number:	4350534	INTELLEDRAW	
Registration Number:	4580766	SUPRAMED	
Registration Number:	4569915	SM	
Serial Number:	86963272	MYPATIENTVISIT	
Serial Number:	87626616	NEXTECH PRACTICE+	

**TRADEMARK REEL: 006677 FRAME: 0090** 

900503855

### **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 212-906-1216

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:	053644-0208
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	06/25/2019

### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this "<u>Trademark Release</u>") is made as of June 24, 2019, by **GOLUB CAPITAL LLC**, a Delaware limited liability company (in such capacity, together with its successors and assigns in such capacity, the "<u>Collateral Agent</u>") in favor of **NEXTECH SYSTEMS, LLC**, a Florida limited liability company ("<u>NexTech</u>"), **MDINTELLESYS, LLC**, a Florida limited liability company ("<u>MDIntellesys</u>") and **SUPRAMED, LLC**, a Delaware limited liability company ("<u>Supramed</u>", and together with NexTech and MDIntellesys, each, a Grantor and collectively, the "<u>Grantors</u>"), each with an address at 5550 West Executive Drive, Suite 350, Tampa, Florida 33609. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

#### WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantors, the other grantors party thereto, and the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, the Grantors entered into a certain trademark security agreement, dated as of March 1, 2018 (the "<u>Trademark Security Agreement</u>") in favor of the Collateral Agent, notice of which was recorded on March 1, 2018 at the United States Patent and Trademark Office at Reel 6281, Frame 0824.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent (for the benefit of the Secured Parties), a security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the following, in each case whether then owned or existing or thereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), other than Excluded Property: (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, business names, fictitious business names, trade styles and/or other business identifiers and applications pertaining thereto, owned by such Grantors, or thereafter adopted and used in its business (including without limitation the trademarks listed in **Schedule A** hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Trademarks"); (ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith; (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, without any representation, warranty or recourse of any kind or nature, hereby releases, terminates and discharges any and all of its Security Interest in the Trademark Collateral of each Grantor, including all of the

goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, and assigns, transfers and conveys to the applicable Grantor any interest it may have in the Trademark Collateral of such Grantor, including the Security Interest and any other liens.

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**IN WITNESS WHEREOF**, the Collateral Agent has caused this Trademark Release to be executed as of the date above.

GOLUB CAPITAL LLC

as Collateral Age

By:

Name: Robert G. Tuchscherer Title: Managing Director

# SCHEDULE A TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

### **Trademark Registrations:**

Registered Owner	Mark/Description	Registration Number	Registration <u>Date</u>	§8 Continued Use; §15 Uncontestability / §8 & §9 Continued Use / Renewal Dates
Nextech Systems, LLC	NEXTECH	4,461,761	1/7/2014	1/7/2020 1/7/2024
MDIntelleSys, LLC	INTELLEDRAW	4,350,534	6/11/2013	6/11/2013 6/11/2023
Supramed, LLC (f/k/a Supramed, Inc.)	SUPRAMED	4,580,766	8/5/2014	8/5/2020 8/5/2024
SupraMed, LLC (f/k/a Supramed, Inc.)		4,569,915	7/15/14	7/15/2020 7/15/2024

### **Trademark Applications:**

Trademark Description		Application	<u>Filing</u>
	<u>Mark</u>	<u>Number</u>	<u>Date</u>
Nextech Systems, LLC	MYPATIENTVISIT	86/963,272	4/4/2016
Nextech Systems LLC	NEXTECH PRACTICE+	87/626,616	9/28/2017

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**RECORDED: 06/25/2019**