

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS - Release of Reel 5839 Frame 0168 and Reel 5935 Frame 0790		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services, LLC		07/30/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TruBridge, Inc.		
Street Address:	2200 Fletcher Avenue		
Internal Address:	4th Floor		
City:	Fort Lee		
State/Country:	NEW JERSEY		
Postal Code:	07024		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4780917	TRUMEDICARE	
Registration Number:	3718510	TRUBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	214.746.7700		
Email:	juan.arias@weil.com		
Correspondent Name:	Vynessa M. Nemunaitis		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201-6950		
ATTORNEY DOCKET NUMBER:	V.Nemunaitis-81181.0039		
NAME OF SUBMITTER:	Vynessa M. Nemunaitis		
SIGNATURE:	/Vynessa M. Nemunaitis/		
DATE SIGNED:	07/30/2019		
Total Attachments: 5			

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 30, 2019 (the “Effective Date”), is made by Cortland Capital Market Services LLC, in its capacity as collateral agent for the Secured Parties (the “Agent”), in favor of TruBridge, Inc. (“TruBridge”), TZ Cancins, LLC (“TZ Cancins”), TZ Insurance Solutions LLC (“TZ Insurance”) and VTH Solutions LLC (“VTH” and together with TruBridge, TZ Cancins, TZ Insurance and VTH, the “Grantors”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of July 21, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Original Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of December 6, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Current Security Agreement”), which replaced the Original Security Agreement in connection with the termination thereof, the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Original Security Agreement, TruBridge executed and delivered a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of July 21, 2016, which was recorded with the United States Patent and Trademark Office on July 22, 2016 at Reel/Frame 5839/0168, which was supplemented pursuant to the Current Security Agreement by that certain Notice and Confirmation of Grant of Security Interest in Trademarks Supplemental Filing, dated as of December 6, 2016, which was recorded with the United States Patent and Trademark Office on December 6, 2016 at Reel/Frame 5935/0790 (the “TruBridge Trademark Security Agreement”);

WHEREAS, pursuant to the Original Security Agreement, TZ Cancins executed and delivered a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of July 21, 2016, which was recorded with the United States Patent and Trademark Office on July 22, 2016 at Reel/Frame 5839/0192, which was supplemented pursuant to the Current Security Agreement by that certain Notice and Confirmation of Grant of Security Interest in Trademarks Supplemental Filing, dated as of December 6, 2016, which was recorded with the United States Patent and Trademark Office on December 6, 2016 at Reel/Frame 5935/0935 (the “TZ Cancins Trademark Security Agreement”);

WHEREAS, pursuant to the Original Security Agreement, TZ Insurance executed and delivered a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of July 21, 2016 which was recorded with the United States Patent and Trademark Office on July 22, 2016 at Reel/Frame 5839/0175, which was supplemented pursuant to the Current Security Agreement by that certain Notice and Confirmation of Grant of Security Interest in Trademarks Supplemental Filing, dated as of December 6, 2016, which was recorded with the United States Patent and Trademark Office on December 6, 2016 at Reel/Frame 5936/0200 (the “TZ Insurance Trademark Security Agreement”);

WHEREAS, pursuant to the Original Security Agreement, VTH executed and delivered a Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of July 21, 2016 which was recorded with the United States Patent and Trademark Office on July 22, 2016 at Reel/Frame 5839/0182, which was supplemented pursuant to the Current Security Agreement by that certain Notice and Confirmation of Grant of Security Interest in Trademarks Supplemental Filing, dated as of December 6, 2016, which was recorded with the United States Patent and Trademark Office on December 6, 2016 at Reel/Frame 5935/0645 (the “VTH Trademark Security Agreement” and, together with the Original

Security Agreement, the Current Security Agreement, the TruBridge Trademark Security Agreement, the TZ Cancins Trademark Security Agreement and the TZ Insurance Trademark Security Agreement, the “Trademark Security Agreements”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Current Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Current Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of laws of another jurisdiction.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CORTLAND CAPITAL MARKET
SERVICES LLC, as the Agent**

By:  _____

Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Tranzact Trademark Security Release (Second Lien)]

**TRADEMARK
REEL: 006707 FRAME: 0373**

SCHEDULE I

TRADEMARK COLLATERAL

Release of TruBridge Trademark Security Agreement, originally recorded July 22, 2016 at Reel/Frame 5839/0168; and supplemented by the recording on December 6, 2016 at Reel/Frame 5935/0790

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No. / Serial No.</u>
TRUMEDICARE	4,780,917
TRUBRIDGE	3,718,510

Release of TZ Cancins Trademark Security Agreement, originally recorded July 22, 2016 at Reel/Frame 5839/0192; and supplemented by the recording on December 6, 2016 at Reel/Frame 5935/0935

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No. / Serial No.</u>
CANCERPLANS.COM	4,612,702

Release of TZ Insurance Trademark Security Agreement, originally recorded July 22, 2016 at Reel/Frame 5839/0175; and supplemented by the recording on December 6, 2016 at Reel/Frame 5936/0200

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No. / Serial No.</u>
COMPARE QUOTES > FIND CHEAP RATES	3,860,221

**Release of VTH Trademark Security Agreement, originally recorded July 22, 2016
at Reel/Frame 5839/0182; and supplemented by the recording on December 6, 2016 at
Reel/Frame 5935/0645**

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No. / Serial No.</u>
CIGNIUM TECHNOLOGIES	4,576,394
CIGNIUM PLM	4,573,310