

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PAYOFF LETTER AND RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAE 5120/0638		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		06/30/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HFN, LLC (successor to HFN, Inc.)		
Street Address:	TWO CONCOURSE PARKWAY, SUITE 300		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2655575	ROCS	
Registration Number:	2478085	ROLE	
Registration Number:	2302824	COP	
Registration Number:	1392718	HFN	
Registration Number:	1379787	HFN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25108-1-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		

CH \$140.00 2655575

DATE SIGNED:	09/27/2019
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Total Attachments: 6

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June 30, 2015

Stratose, LLC, as Borrower Representative
Two Concourse Parkway, Suite 300
Atlanta, GA 30328
Attn: Steven J. Rubio, Chief Financial Officer

SunTrust Bank
3333 Peachtree Road
Atlanta, Georgia 30326

Stellus Capital Investment Corporation
4400 Post Oak Parkway, Suite 2200
Houston, TX 77027

Re: **Payoff Letter**

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), among Stratose, LLC (formerly known as Stratose, Inc.), a Georgia limited liability company ("Stratose"), 4Most Holdings, LLC, a Delaware limited liability company ("4Most"), CAI Texas Holdings, LLC, a Delaware limited liability company ("CAI") (Stratose, 4Most and CAI are sometimes referred to herein collectively as the "Borrowers" and individually as a "Borrower"), Stratose, as the Borrower Representative, the other Credit Parties party thereto, General Electric Capital Corporation, for itself, as a Lender, and as Agent for the Lenders (in such capacity, "Agent"), and the other Lenders party thereto from time to time, and (ii) the other Loan Documents and all guaranties, security agreements, mortgages, Secured Rate Contracts, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrowers expect to obtain financing (the "Refinancing") from (i) a syndicate of lenders agented by SunTrust Bank ("SunTrust") and (ii) a syndicate of lenders agented by Stellus Capital Investment Corporation (together with SunTrust, collectively, the "New Lenders") for the purpose of, among other things, repaying in full all of the Obligations of the Borrowers and the other Credit Parties to Agent and the Lenders under or in respect of the Credit Agreement (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted or Obligations which by their terms survive termination of the Credit Documents). All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt (or, in the case of clause (ii), receipt by Agent's outside counsel) of (i) a federal funds wire transfer in the amount of **REDACTED** (the "Payoff Amount"; in the event payment is not made by 3:00 PM New York time on June 30, 2015, the Payoff Amount shall be increased by an amount equal to **REDACTED** (representing per diem interest) for each day the Payoff Amount remains unpaid (including June 30, 2015, if such payment is not made by 3:00 p.m. New York time on such date; provided that Agent may waive such per diem amount in its sole discretion)), which amount represents the Obligations outstanding under or in respect of the Credit Documents (including, without limitation, all Obligations in respect of any interest rate hedges), (ii) a federal funds wire transfer in the amount of **REDACTED** (the "Legal Fees"), which amount represents the legal fees and expenses of Agent's outside

counsel as of the date hereof and (iii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrowers and each other Credit Party (the time at which all of the conditions in the foregoing clauses (i), (ii) and (iii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to (x) deliver to the Borrower or its designee the original stock certificates, other instruments and all other physical collateral in Agent's possession and mortgage satisfactions, releases of Liens, discharges, terminations and other release documentation executed by it releasing Agent's Liens and security interests in all of the assets and property of the Borrower and the other Credit Parties (the "Property") and (y) at Borrowers' expense, take all additional steps reasonably requested by Borrower or the New Lenders as may be necessary or advisable to effectuate the termination and the release of collateral contemplated hereby.

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrowers or the other Credit Parties under or relating to the Credit Documents (including the Obligations (other than contingent indemnity obligations for which no claim has been asserted)) shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests, other Liens and guarantees or other creditor support granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably, automatically and unconditionally satisfied, released and discharged, (iii) the Credit Documents shall automatically and unconditionally terminate and be of no further force or effect other than those provisions therein that specifically survive termination and (iv) the Borrowers, the New Lenders and the other Credit Parties (or their respective designees) shall be automatically authorized to file the UCC termination statements attached hereto as Exhibit A, intellectual property releases and such other instruments, releases and documents evidencing the release of Agent's security interests and other Liens in the Property. Further, Agent agrees to take all reasonable additional steps requested by New Lenders, the Borrowers or the other Credit Parties (or their respective designees) as may be necessary or advisable to release its security interests in the Property (including, for the avoidance of doubt, the delivery of notices to any third party banks terminating the Agent's control of any deposit or security accounts held at such third party banks). The Borrowers agree to pay Agent for all reasonable and documented out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledge that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any Property of the Borrowers or the other Credit Parties as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrowers hereby confirm that the commitments of Lenders and Agent to make Loans or incur Letter of Credit Obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Obligations on behalf of, the Borrowers or any other Credit Party or to renew, extend or amend any existing Letter of Credit Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrowers and the other Credit Parties to Lenders and Agent under or in respect of the Credit Documents insofar as such obligations and liabilities survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

No later than 3:00 p.m. (New York) time on July 5, 2015, (i) the Payoff Amount referred to above, should be sent by federal funds wire transfer to [REDACTED] and (ii) the Legal Fees should be sent via federal funds wire transfer to [REDACTED]

If at any time on or after the Payoff Effective Time, all or any portion of the Payoff Amount paid to Agent or Lenders is voided or rescinded or must otherwise be returned by Agent or any Lender upon any Borrower's or any other Credit Parties' insolvency, bankruptcy or reorganization or otherwise (other than as a result of the willful misconduct, bad faith or gross negligence of Agent or any Lender), all as though such payment had not been made, the obligation to pay such amount so voided, rescinded or returned shall be reinstated.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. One or more counterparts of this letter may be delivered by facsimile, "PDF" or other electronic transmission, with the intention that they shall have the same effect as an original counterpart thereof. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

If you need additional information, please do not hesitate to contact us.

Very truly yours,

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent and Lender

By: 

Name:

Its: Duly Authorized Signatory

**Andrew D Moore
Duly Authorized Signatory**

ACCEPTED and AGREED:

COALITION AMERICA HOLDING COMPANY, INC.

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

STRATOSE HOLDINGS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

STRATOSE INTERMEDIATE HOLDINGS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

STRATOSE INTERMEDIATE HOLDINGS II, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

STRATOSE, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

MEDICAL RESOURCE, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

4MOST HOLDINGS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

4COMP NETWORK, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

Payoff Letter (Stratose)

4DENT NETWORK, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

4MOST NETWORK, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

CAI TEXAS HOLDINGS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

ARKANSAS MANAGED CARE ORGANIZATION, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

HFN, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

WKKR, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

K2 BUSINESS ALLIANCE, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer

PPOPLUS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Chief Financial Officer