

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM542989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PAYOFF LETTER AND RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAE 5565/0467		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stellus Capital Investment Corporation		06/20/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Stratose, LLC		
Street Address:	Two Concourse Parkway, Suite 300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: GEORGIA		
Name:	HFN, LLC (Formerly HFN, Inc.)		
Street Address:	Two Concourse Parkway, Suite 300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: ILLINOIS		
Name:	PPO Plus, L.L.C.		
Street Address:	400 Poydras Street Suite		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70130		
Entity Type:	Limited Liability Company: LOUISIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2671038	COALITION AMERICA	
Registration Number:	2631186	CLAIMPASSXL	
Registration Number:	1392718	HFN	
Registration Number:	1379787	HFN	
Registration Number:	2478085	ROLE	
Registration Number:	2302824	COP	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2655575	ROCS

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 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/
DATE SIGNED:	09/27/2019

Total Attachments: 12

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June 20, 2017

Stratose Intermediate Holdings II, LLC
Two Concourse Parkway, Suite 300
Atlanta, GA 30328
Attention: Chief Financial Officer

Parthenon Capital Partners
One Federal Street, 21st Floor
Boston, MA 02110
Attention: William Winterer

Re: Payoff of obligations with respect to that certain Second Amended and Restated Second Lien Credit Agreement dated as of January 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), by and among GERONIMO INTERMEDIATE PARENT, INC., a Delaware corporation (the "Geronimo Borrower"), STRATOSE INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (the "Stratose Borrower" and, together with the Geronimo Borrower, each a "Borrower" and collectively the "Borrowers"), the other Loan Parties from time to time party thereto, the several financial institutions from time to time party thereto (the "Lenders") and STELLUS CAPITAL INVESTMENT CORPORATION, in its capacity as administrative agent for the Lenders (the "Agent")

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement. Capitalized terms used in this letter and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Please be advised of the following (the "Payoff Amount"), which constitute the outstanding Obligations owed to Agent and the Lenders by Borrowers and the other Loan Parties as of June 20, 2017 (the "Repayment Date") other than (A) contingent reimbursement obligations that have been Cash Collateralized or otherwise backstopped on terms reasonably satisfactory to the Agent and (B) contingent indemnification obligations not yet due and payable and for which no claim has been made, in each case, that, by their express terms, survive termination of the Credit Agreement and payment in full of the other Obligations (collectively, the "Contingent Obligations") (and by execution hereof, Borrowers and each other Loan Party hereby acknowledges, confirms and reaffirms such survival):

REDACTED

The Payoff Amount assumes receipt by Agent and Moore & Van Allen PLLC (“MVA”), in accordance with the applicable wire instructions set forth below (the “Wire Instructions”), of immediately available funds (denominated in Dollars) in the amount of the Payoff Amount no later than 1:00 p.m. Eastern time on the Repayment Date (the “Payoff Time”). If the Payoff Amount is received after the Payoff Time, then per diem interest in the amount of **REDACTED** (the “Per Diem Amount”) will be added for such day and each succeeding day Agent does not receive payment of the Payoff Amount and Per Diem Amount in accordance with the Wire Instructions by 1:00 p.m. Eastern time.

Upon (i) receipt by Agent and Lenders of an executed counterpart of this letter by the Loan Parties, and (ii) receipt by Agent and MVA of the Payoff Amount and, if applicable, the accrued Per Diem Amount, in accordance with the applicable Wire Instructions:

(A) (i) all guarantees of the Obligations shall automatically terminate and (ii) all security interests, encumbrances and other liens in favor of Agent and the Lenders in all of the assets, property and rights of the Loan Parties (including, without limitation, in the Collateral) shall automatically be released and terminated and Agent will (at the Loan Parties’ sole expense in accordance with the terms of the Credit Agreement), and does hereby authorize Borrowers (personally or through designees and at Borrower’s sole expense) to, take all other actions reasonably necessary to evidence such release and termination of any and all security interests, encumbrances and other liens in the assets, property and rights of any Loan Party (including, without limitation, the Collateral) granted to Agent or any Lender including, without limitation, the filing of UCC termination statements to terminate the UCC financing statements filed against any Loan Party and attached hereto as Exhibit A, and Agent and the Lenders agree to execute and deliver, without representation, warranty or recourse by or to Agent or any Lender, any lien, encumbrance, release, mortgage release, release of security interests in trademarks, patents and copyrights and other similar intellectual property rights, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary or desirable to release or terminate as of record, the security interests, encumbrances and all other notices of security interests and liens previously filed or held by Agent against any Loan Party or any of their Subsidiaries pursuant to the Loan Documents, and which are prepared at the Loan Parties’ sole expense; provided that nothing herein is intended or shall be deemed or construed to terminate (x) claims in respect of the Contingent Obligations, if any, or (y) claims that arise because Agent or any Lender is required by a court or similar body for any reason to disgorge any amounts paid over to such Agent or Lender by, or on behalf of, any Loan Party;

(B) the Loan Parties shall have no further obligations to Agent and the Lenders under the Credit Agreement and the other Loan Documents and such agreements, documents and instruments, including any guaranties of the Loan Parties thereunder, shall be deemed automatically terminated (other than, in each case, the Contingent Obligations) and Agent and the Lenders shall have no further obligations to any Loan Party under the Credit Agreement and the other Loan Documents (including, without limitation, the obligation to lend monies); and

(C) the Lenders hereby authorize Agent to, and Agent hereby agrees that it shall, execute and deliver such additional documents and shall provide any additional information as the Loan Parties may reasonably require from time to time after the date hereof to carry out the terms of this letter, in each case at the Loan Parties’ sole expense in accordance with the Credit Agreement, and the Loan Parties and their attorneys and designees shall be authorized to file evidence of the termination of the security interests granted to Agent under the Loan Documents, including with respect to all UCC financing statements filed by Agent against the Loan Parties in connection therewith.

The Lenders agree to waive the prepayment notice set forth in Section 2.11 of the Credit Agreement. Notwithstanding anything contained herein to the contrary, nothing contained in this letter shall affect, limit or impair the rights and remedies of any Lender or any Affiliate of a Lender that is also an equity holder in Borrowers or any parent entity of Borrowers, or any of such holder's Affiliates, funding or financing sources of such Lender, or any other equity holder, in each case in their capacities as equity holders in such entity pursuant to such entities organizational documents or any other agreement (including the Borrower VCOC Letter) under which any such parent entity, a Loan Party or any of its Subsidiaries has or from time to time will have issued it equity interests or rights relating thereto.

The Payoff Amount and, as applicable, the accrued Per Diem Amount, should be sent by wire transfer to the following accounts in accordance with the following Wire Instructions:

REDACTED

In consideration of the foregoing, subject to receipt by Agent and MVA of the Payoff Amount, by their execution of the acknowledgment and agreement hereto, effective upon release by Agent and the Lenders of their liens on and security interests in the property and assets of Borrowers and the other Loan Parties, and the termination of the Credit Agreement and the other Loan Documents, in each case pursuant to the terms hereof, each Loan Party hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges each of Agent, each Lender and each of their respective past, present and future affiliates, equityholders, directors, managers, employees, attorneys, predecessors, successors and permitted assigns (each a "Releasee") from any and all claims, actions, causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, in each case arising prior to the date hereof, and solely to the extent arising in connection with the transactions of the respective Loan Parties with Agent and the Lenders under or in connection with the Credit Agreement or any of the other Loan Documents, excluding (i) with respect to any Releasee, any of the foregoing resulting from such Releasee's gross negligence or willful misconduct, or the gross negligence or willful misconduct of such Releasee's past, present and future affiliates, equityholders, directors, managers, employees, agents, attorneys, predecessors, successors and assigns, or (ii) Agent's and the Lender's obligations under this letter or with respect to the Contingent Obligations.

This letter shall terminate immediately and be of no further force or effect on June 23, 2017 if the Payoff Amount and accrued Per Diem are not received by Agent, Lenders, and MVA in accordance with the applicable Wire Instructions set forth above by 1:00 p.m. Eastern time on such day. Upon such termination, Borrowers will be required to request and obtain a new payoff letter with respect to the Obligations.

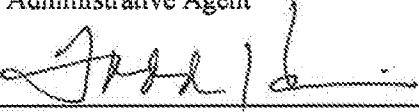
This letter shall be governed by the internal laws of the State of New York, without regard to conflict of law principles. This letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Fax or electronic (including by email delivery in .pdf format) signatures shall have the same force and effect as if original signatures had been delivered. If any provision of this letter shall be prohibited by, or invalid or unenforceable under, applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity or unenforceability, without invalidating the remainder of such provision of the remaining provisions of this letter.

This is the entire agreement between the parties hereto with respect to the subject matter of this letter. There are no other agreements or understandings, written or oral, express or implied.

[Signature Pages Follow]

Very truly yours,

**STELLUS CAPITAL INVESTMENT
CORPORATION,**
as the Administrative Agent

By: 

Name:

W. Todd Huskineon

Title:

Authorized Signatory

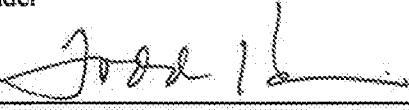
Second Lien Payoff Letter

TRADEMARK
REEL: 006757 FRAME: 0799

Acknowledged and agreed to:

**STELLUS CAPITAL INVESTMENT
CORPORATION,**

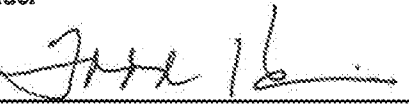
as a Lender

By: 

Name: W. Todd Huskinson
Title:

Authorized Signatory

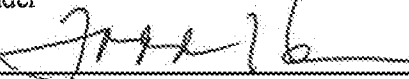
STELLUS CREDIT VCOC SPV, L.L.C.,
as a Lender

By: 

Name: W. Todd Huskinson
Title:

Authorized Signatory

STELLUS CREDIT MASTER FUND I SPV, L.L.C.,
as a Lender

By: 

Name: W. Todd Huskinson
Title:

Authorized Signatory

Second Lien Payoff Letter

BDCA HELVETICA FUNDING, LTD.,
as a Lender

By: 

Name: Corinne Pankovcin

Title: Chief Financial Officer

Acknowledged and agreed to:

BORROWERS:

STRATOSE INTERMEDIATE HOLDINGS II, LLC



By: _____

Name: Stephen J. Rubio

Title: Treasurer

GERONIMO INTERMEDIATE PARENT, INC.



By: _____

Name: Stephen J. Rubio

Title: Treasurer

OTHER LOAN PARTIES:

ZELIS HEALTHCARE CORPORATION

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

ZELIS NETWORK SOLUTIONS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

HFN, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

DEVON NETWORKS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

4MOST HOLDINGS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

MEDICAL RESOURCE, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

ARKANSAS MANAGED CARE ORGANIZATION,
LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

CAI TEXAS HOLDINGS, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

PPO PLUS, L.L.C.

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

4COMP NETWORK, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

4DENT NETWORK, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

4MOST NETWORK, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

K2 BUSINESS ALLIANCE, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

WKKR, LLC

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

ZELIS CLAIMS INTEGRITY, INC.

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

PREMIER HEALTHCARE EXCHANGE WEST, INC.

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

ZELIS PAYMENTS, INC.

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

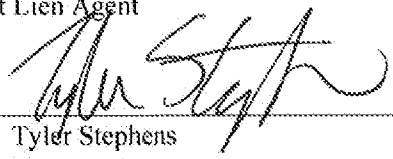
GLOBALCARE, INC.

By: Stephen J. Rubio
Name: Stephen J. Rubio
Title: Treasurer

Second Lien Payoff Consent

SunTrust Bank, in its capacity as the First Lien Agent (under and as defined in the Intercreditor Agreement), for itself and on behalf of the other First Lien Creditors (as defined in the Intercreditor Agreement), hereby acknowledges that it has received a copy of the foregoing payoff letter and, solely for purposes of Section 4.4 of the Intercreditor Agreement, hereby consents to the making of the payment by the Loan Parties of the Payoff Amount and any accrued Per Diem Amount in accordance therewith. This foregoing consent shall inure solely to the benefit of each of the Agent and the Lenders (as defined in the foregoing payoff letter) and their respective successors and assigns.

SUNTRUST BANK,
as First Lien Agent

By: 
Name: Tyler Stephens
Title: Vice President