

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		10/22/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Navicure, Inc.		
Street Address:	2055 Sugarloaf Circle		
Internal Address:	Suite 600		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2580376	NAVICURE	
Registration Number:	3549979	NAVICURE	
Registration Number:	3755403	NAVICURE	
Registration Number:	4330545	3-RING	
Serial Number:	87510760	GREENLIGHT	
Serial Number:	87415270	NAVICURE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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:	057121-0143		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

OP \$165.00 2580376

DATE SIGNED:	10/23/2019
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Total Attachments: 4

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**RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARKS**

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS**, dated as of October 22, 2019 (this “**Release**”), is made by **ANTARES CAPITAL LP**, as collateral agent for the benefit of the Secured Parties (“**Collateral Agent**”), in favor of **NAVICURE, INC.**, a Delaware corporation and **ZIRMED, INC.**, a Delaware corporation (each, a “**Grantor**,” and collectively, the “**Grantors**”). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

WITNESSETH

WHEREAS, Grantors and the Collateral Agent, among others, are parties to that certain Second Lien Security Agreement dated as of November 1, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Second Lien Grant of Security Interest in Trademarks, dated as of November 1, 2017 (the “**Trademark Security Agreement**”), which was recorded with the United States Patent and Trademark Office on November 13, 2017, at Reel/Frame No. 6203/0978 (with respect to Navicure, Inc.), and on February 14, 2018, at Reel/Frame No. 6275/0271 (with respect to ZirMed, Inc.);

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, as collateral security for the prompt and complete payment and performance when due of the Obligations, a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the following, except for any Excluded Property: (i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by such Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto (the “**Trademark Collateral**”); and

WHEREAS, the Grantors have requested the Collateral Agent to, and the Collateral Agent now desires to, terminate, relinquish, cancel, discharge and release any and all of its liens on and security interests in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without recourse, representation, warranty, promise, undertaking, statement or assurance of any kind or nature, and at the Grantors' sole cost and expense, hereby terminates, relinquishes, cancels, discharges and releases its liens on and security interests in the Trademark Collateral, and hereby reassigns to each Grantor any and all right, title or interest the Collateral Agent may have in the Trademark Collateral of such Grantor.

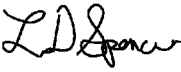
The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release at the Grantors' sole cost and expense.

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

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer as of the date first written above.

ANTARES CAPITAL LP,
as Collateral Agent


By: 
Name: Lofton Spencer
Title: Duly Authorized Signatory

[Signature Page to Release of Second Lien Security Interest in Trademarks]

TRADEMARK
REEL: 006777 FRAME: 0879

**SCHEDULE A
TO
RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARKS**

Navicure, Inc.:

Mark	Application Number	Application Date	Registration Number	Registration Date
NAVICURE	78/025,544	09/12/2000	2,580,376	06/11/2002
	77/468,865	05/08/2008	3,549,979	12/23/2008
NAVICURE	77/468,071	05/07/2008	3,755,403	03/02/2010
3-RING	85/574,553	03/20/2012	4,330,545	05/07/2013
GREENLIGHT	87/510760	06/29/2017	N/A	N/A
NAVICURE	87/415270	04/18/2017	N/A	N/A

ZirMed Inc.:

Mark	Application Number	Application Date	Registration Number	Registration Date
INNOVATING CONNECTED HEALTHCARE	85/958,931	06/13/2013	4,500,824	03/25/2014
ZIRMED	78/367,758	02/13/2004	3,353,227	12/11/2007
ZIRMED	78/976,456	02/13/2004	3,024,821	12/06/2005
ZIRMED	86/034,018	08/09/2013	4,498,014	03/18/2014