

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One, National Association, as administrative agent	FORMERLY successor to Healthcare Financial Solutions, LLC	10/28/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	AccessOne MedCard, Inc.		
Street Address:	360 Kingsley Park Drive, Suite 300		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1796060	ACCESSIONE	
Registration Number:	4216304	A O ACCESSIONE MEDCARD	
Registration Number:	4339214	ACCESSIONE ACCESSABILITY	
Registration Number:	4513216	ACCESSIONE MEDCARD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19628547		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/28/2019		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of October 28, 2019 by Capital One, National Association, as successor to Healthcare Financial Solutions, LLC (“**HFS**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the for the Lenders, the L/C Issuers and each other Secured Party (as defined in the Credit Agreement referred to below) in favor of AccessOne MedCard, Inc. (“**Grantor**”).

WHEREAS, pursuant to the (i) Credit Agreement, dated as of January 30, 2017, as amended by that certain Amended and Restated Credit Agreement dated May 11, 2018 (the collectively, “**Credit Agreement**”) by and among the Borrowers, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and HFS; and (ii) that certain Amended and Restated Guaranty and Security Agreement dated as of May 11, 2018 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”);

WHEREAS, pursuant to the Credit Agreements and Guaranty and Security Agreement, the Grantor pledged and granted to the Agent for payment and performance of the Secured Obligations security interests in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral;

WHEREAS, a certain Trademark Security Agreement was originally recorded with the United States Patent and Trademark Office at Reel 5976, Frame 0342 on January 1, 2017, and an Amended and Restated Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6389, Frame 0509 on June 22, 2018 (collectively, “**Trademark Security Agreements**”); and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the termination and release of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Guaranty and Security Agreement and the Trademark Security Agreements; and

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or Trademark Security Agreements.

Section 2. Release of Security Interest. Agent, in its capacity as agent for the Secured Parties, hereby irrevocably and unconditionally terminates, cancels, discharges, and releases the security interests in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule 1 attached hereto and incorporated by this reference, granted pursuant to the Guaranty and Security Agreement and the Trademark Security Agreements, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral.

Section 3. Further Assurances. Agent hereby authorizes the filing, without further notice, of this Release at the United States Patent and Trademark Office by the Grantor (or Grantor's designee), at the Grantor's sole cost and expense. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release. This Release is intended to operate as a release of all liens and security interests conveyed by the Grantor to Agent pursuant to the terms of the Trademark Security Agreements, without any representation, warranty or undertaking by, or recourse to, Agent. If and to the extent Agent has acquired any right, title or interest in and to any of the Trademark Collateral pursuant to the terms of the Trademark Security Agreements, Agent hereby reassigns and transfers such right, title and interest to the Grantor, together with the goodwill of the Grantor's business connected with and symbolized by the Trademark Collateral, without any representation, warranty or undertaking by, or recourse to, Agent.

Section 4. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York

Section 5. Electronic Signatures; Execution in Counterparts. A manually executed counterpart of this Release delivered by facsimile or other electronic transmission shall be deemed an original counterpart hereof.

[signature page follows]

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

CAPITAL ONE, NATIONAL ASSOCIATION, as
successor to Healthcare Financial Solutions, LLC


By: Verleria King-Jones

Name: Verleria King-Jones

Title: Duly Authorized Signatory

SCHEDULE I

1. REGISTERED TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Registration (Serial) Number	Registration (Filing) Date
ACESSONE	AccessOne MedCard, Inc.	Registered	1,796,060	September 28, 1993
	AccessOne MedCard, Inc.	Registered	4,216,304	October 2, 2012
ACESSONE ACCESSABILITY	AccessOne MedCard, Inc.	Registered	4,339,214	May 21, 2013
ACESSONE MEDCARD	AccessOne MedCard, Inc.	Registered	4,513,216	April 15, 2014

2. TRADEMARK APPLICATIONS

None.