# CH \$490.00 4847

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM576941

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		05/18/2020	Public Limited Company: UNITED KINGDOM

#### **RECEIVING PARTY DATA**

Name:	NaviHealth, Inc.	
Street Address:	210 Westwood Place, Suite 400	
City:	Brentwood	
State/Country:	TENNESSEE	
Postal Code:	37027	
Entity Type:	Corporation: DELAWARE	
Name:	Curaspan Health Group, Inc.	
Street Address:	275 Grove Suite 1-110	
Internal Address:	Riverside Center	
City:	Newton	
State/Country:	MASSACHUSETTS	
Postal Code:	02466	
Entity Type:	Corporation: DELAWARE	
Name:	R Cubed, Inc.	
Street Address:	5141 Virginia Way, Suite 450	
City:	Brentwood	
State/Country:	TENNESSEE	
Postal Code:	37027	
Entity Type:	Corporation: TENNESSEE	

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark	
Registration Number:	4847538	LIVESAFE	
Registration Number:	4856583	NAVIGATING POST ACUTE CARE	
Registration Number:	4782511	NAVIHEALTH	
Registration Number:	5424437	NAVIHEALTH	
Registration Number:	4923306	CURASPAN	
Registration Number:	4923307	CURASPAN	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3906269	CURASPAN HEALTH GROUP
Registration Number:	5124754	CURASPAN INTAKE
Registration Number:	4317409	DISCHARGECENTRAL
Registration Number:	2463012	EDISCHARGE
Registration Number:	4292622	GET CONNECTED.
Registration Number:	4989272	OUTREACHCENTRAL
Registration Number:	4350422	PATIENT CONNECTOR
Registration Number:	4897598	QUICKCASE
Registration Number:	4317410	REFERRALCENTRAL
Registration Number:	4547789	REFERRALCONNECTOR
Registration Number:	4897596	REVIEWCENTRAL
Registration Number:	4403564	RIDE CONNECTOR
Registration Number:	4087719	SENIORMETRIX

#### **CORRESPONDENCE DATA**

**Fax Number:** 3038997333

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:** 3038997300

**Email:** boxip@hoganlovells.com

Correspondent Name: Christian Kerr of Hogan Lovells US LLP

Address Line 1: 1601 Wewatta St, Suite 900
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Christian Kerr of Hogan Lovells US LLP	
SIGNATURE:	/Christian Kerr/
DATE SIGNED:	05/18/2020

#### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of May 18, 2020, from BARCLAYS BANK PLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, to NAVIHEALTH, INC., CURASPAN HEALTH GROUP, INC. and R CUBED, INC. (each, a "Grantor" and together, the "Grantors") in connection with that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of August 1, 2018, among the Collateral Agent and the Grantors (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used herein without definition are used as defined in the Security Agreement referred to below.

#### **WITNESSETH:**

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of August 1, 2018, among the Collateral Agent, the Grantors and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Trademarks (including those listed on Schedule I hereto), as further stipulated in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded on August 1, 2018 in the Trademark Division of the United States Patent and Trademark Office at Reel 6399, Frame 0794; and

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its Security Interest in the Trademarks listed on <u>Schedule I</u> hereto (the "<u>Released Trademarks</u>") in accordance with Section 9.16 (a) of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. <u>Release of Security Interest</u>. The Collateral Agent, without representation or warranty of any kind, hereby terminates, releases and discharges all of its Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent or any other Secured Party therein shall hereby cease and become void.

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- 2. <u>Further Assurances</u>. The Collateral Agent shall, at the expense of the Grantors, execute and deliver to the Grantors all further releases and other documents (including without limitation Uniform Commercial Code termination statements) prepared by the Grantors, and take all other actions necessary or reasonably desirable for the release of the Security Interest in the Released Trademarks as reasonably requested by any Grantor.
- 3. <u>Electronic Delivery</u>. Delivery of an executed page of this Termination and Release by facsimile transmission or other means of electronic transmission (including "pdf", "tiff" or DocuSign) shall be effective as delivery of the Termination and Release signed manually.
- 4. Governing Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE AGENT AND THE GRANTORS HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.

\* \* \*

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC, as Collateral Agent

By:

Name: Ronnie Glenn Title: Director

## SCHEDULE I

# Released Trademarks

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
NaviHealth, Inc.	LIVESAFE	(86/415654) / 4847538	10/06/2014	11/03/2015
NaviHealth, Inc.	NAVIGATING POST ACUTE CARE	(86/380116) / 4856583	08/28/2014	11/17/2015
NaviHealth, Inc.	NAVIHEALTH	(86/022777) / 4782511	07/29/2013	07/28/2015
NaviHealth, Inc.	NAVIHEALTH & Design	(87/245358) / 5424437	11/22/2016	03/13/2018
Curaspan Health Group, Inc.	CURASPAN	(86/208244) / 4923306	02/28/2014	03/22/2016
Curaspan Health Group, Inc.	CURASPAN & Design	(86/208252) / 4923307	02/28/2014	03/22/2016
Curaspan Health Group, Inc.	CURASPAN HEALTH GROUP	(77/776692) / 3906269	07/08/2009	01/18/2011
Curaspan Health Group, Inc.	CURASPAN INTAKE	(86/387539) / 5124754	09/07/2014	01/17/2017
Curaspan Health Group, Inc.	DISCHARGECENTRAL	(77/803377) / 4317409	08/12/2009	04/09/2013
Curaspan Health Group, Inc.	EDISCHARGE	(75/906220) / 2463012	01/31/2000	06/19/2001
Curaspan Health Group, Inc.	GET CONNECTED. (Stylized)	(77/806139) / 4292622	08/17/2009	02/19/2013
Curaspan Health Group, Inc.	OUTREACHCENTRAL	(86/387538) / 4989272	09/07/2014	06/28/2016
Curaspan Health Group, Inc.	PATIENT CONNECTOR	(77/803404) / 4350422	08/12/2009	06/11/2013
Curaspan Health Group, Inc.	QUICKCASE	(86/597010) / 4897598	04/14/2015	02/09/2016
Curaspan Health Group, Inc.	REFERRALCENTRAL	(77/803395) / 4317410	08/12/2009	04/09/2013
Curaspan Health Group, Inc.	REFERRALCONNECTOR	(77/803401) / 4547789	08/12/2009	06/10/2014
Curaspan Health Group, Inc.	REVIEWCENTRAL	(86/596981) / 4897596	04/14/2015	02/09/2016
Curaspan Health Group, Inc.	RIDE CONNECTOR	(77/803406) / 4403564	08/12/2009	09/17/2013
R Cubed, Inc.	SENIORMETRIX	(85/344579) / 4087719	06/13/2011	01/17/2012

**RECORDED: 05/18/2020** 

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