

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613935

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6904/0581

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		12/11/2020	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	RedSail Technologies, LLC (f/k/a Smith Technologies, LLC)
Street Address:	201 W. ST. JOHN STREET
City:	SPARTANBURG
State/Country:	SOUTH CAROLINA
Postal Code:	29306
Entity Type:	Limited Liability Company: SOUTH CAROLINA

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1271551	QS/1
Registration Number:	1509221	HEALTH-MINDER
Registration Number:	1534097	SIZZLE
Registration Number:	1551305	ADOPT
Registration Number:	1695792	COMPUTE-RX
Registration Number:	2390255	PRIMECARE
Registration Number:	2404561	SYSTEMONE
Registration Number:	2404562	RXCARE
Registration Number:	2652114	CRX
Registration Number:	2816233	FAMILYCARE
Registration Number:	2853798	NRX
Registration Number:	2873287	CORNERDRUGSTORE.COM
Registration Number:	2873291	CORNERDRUGSTORE.COM
Registration Number:	2873292	CORNERDRUGSTORE
Registration Number:	3777357	WEBCONNECT
Registration Number:	3798891	NRX
Registration Number:	3974310	PAYSENTRY
Registration Number:	3979783	RXBILLING

CH \$1090.00 1271551

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4077766	INSTANTFILL
Registration Number:	4188300	RETRIEVERX
Registration Number:	4208115	REMOTE CHECKOUT
Registration Number:	4713790	ESIGCAP
Registration Number:	4713959	SHARPRX
Registration Number:	5016751	
Registration Number:	5076495	MOBILERX
Registration Number:	5087893	QS/1 DELIVERYRX
Registration Number:	5088622	SHIPRX
Registration Number:	5147839	
Registration Number:	5224935	DELIVERYTRACK
Registration Number:	5320199	QDM
Registration Number:	5424443	SHARPLTC
Registration Number:	5425843	DOCUTRACK
Registration Number:	5425844	DOCUTRACK
Registration Number:	5516473	LOGIX
Registration Number:	5530281	MEVESI
Registration Number:	5809766	INTEGRA
Registration Number:	5809767	INTEGRA
Registration Number:	5823575	SMITH TECHNOLOGIES
Registration Number:	5859268	POWERLINE
Registration Number:	5864193	PUBLIQ
Registration Number:	5864225	PUBLIQ SOFTWARE
Registration Number:	6037980	POWERLINE
Serial Number:	88698473	MEVESI INTELLIGENT ANALYTICS

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 48792-2

NAME OF SUBMITTER: Michelle Nowicki

SIGNATURE: /Michelle Nowicki/

DATE SIGNED:	12/11/2020
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Total Attachments: 5

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of December 11, 2020, by Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent for the Secured Parties (the “Collateral Agent”), in favor of RedSail Technologies, LLC (f/k/a Smith Technologies, LLC), a South Carolina limited liability company (“Grantor”), pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement, dated as of April 1, 2020, by and among Grantor, the other grantors party thereto and the Collateral Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor granted and pledged to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to certain collateral;

WHEREAS, Grantor and the Collateral Agent were parties to that certain Trademark Security Agreement, dated as of April 1, 2020 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted a security interest (the “Security Interest”) to the Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 1, 2020 at Reel 6904, Frame 0581; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Collateral Agent hereby states as follows:

1. The Collateral Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

a. all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers, whether registered or unregistered, and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule I annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Trademarks”);

b. all goodwill of Grantor’s business symbolized by the Trademarks associated therewith;

c. all Proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance

(whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

d. the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing.

2. The Collateral Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.


3. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent**


By: 
Name: Steven Schlussler
Title: **Authorized Signatory**

By: 
Name: Patrick Duggan
Title: **Authorized Signatory**

**SCHEDULE I
TO
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RedSail Technologies, LLC	QS/1	1271551	3/27/1984
RedSail Technologies, LLC	HEALTH-MINDER	1509221	10/18/1988
RedSail Technologies, LLC	SIZZLE	1534097	4/11/1989
RedSail Technologies, LLC	ADOPT	1551305	8/8/1989
RedSail Technologies, LLC	COMPUTE-RX	1695792	6/23/1992
RedSail Technologies, LLC	PRIMECARE	2390255	9/26/2000
RedSail Technologies, LLC	SYSTEMONE	2404561	11/14/2000
RedSail Technologies, LLC	RXCARE	2404562	11/14/2000
RedSail Technologies, LLC	CRX	2652114	11/19/2002
RedSail Technologies, LLC	FAMILY CARE	2816233	2/24/2004
RedSail Technologies, LLC	NRX	2853798	6/15/2004
RedSail Technologies, LLC	CORNERDRUGSTORE.COM	2873287	8/17/2004
RedSail Technologies, LLC	CORNERDRUGSTORE.COM	2873291	8/17/2004
RedSail Technologies, LLC	CORNERDRUGSTORE	2873292	8/17/2004
RedSail Technologies, LLC	WEBCONNECT	3777357	4/20/2010
RedSail Technologies, LLC	NRX	3798891	6/8/2010
RedSail Technologies, LLC	PAYSENTRY	3974310	6/7/2011
RedSail Technologies, LLC	RXBILLING	3979783	6/14/2011
RedSail Technologies, LLC	INSTANTFILL	4077766	12/27/2011
RedSail Technologies, LLC	RETRIEVERX	4188300	8/7/2012
RedSail Technologies, LLC	REMOTE CHECKOUT	4208115	9/11/2012
RedSail Technologies, LLC	ESIGCAP	4713790	3/31/2015
RedSail Technologies, LLC	SHARPRX	4713959	3/31/2015
RedSail Technologies, LLC		5016751	8/9/2016
RedSail Technologies, LLC	MOBILERX	5076495	11/8/2016

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RedSail Technologies, LLC	QS/1 DELIVERYRX	5087893	11/22/2016
RedSail Technologies, LLC	SHIPRX	5088622	11/22/2016
RedSail Technologies, LLC		5147839	2/21/2017
RedSail Technologies, LLC	DELIVERYTRACK	5224935	6/13/2017
RedSail Technologies, LLC	QDM	5320199	10/31/2017
RedSail Technologies, LLC	SHARPLTC	5424443	3/13/2018
RedSail Technologies, LLC	DOCUTRACK	5425843	3/20/2018
RedSail Technologies, LLC	DOCUTRACK (logo)	5425844	3/20/2018
RedSail Technologies, LLC	LOGIX	5516473	7/17/2018
RedSail Technologies, LLC	MEVESI	5530281	7/31/2018
RedSail Technologies, LLC	INTEGRA (word)	5809766	7/23/2019
RedSail Technologies, LLC	INTEGRA	5809767	7/23/2019
RedSail Technologies, LLC	SMITH TECHNOLOGIES	5823575	7/30/2019
RedSail Technologies, LLC	POWERLINE	5859268	9/10/2019
RedSail Technologies, LLC	PUBLIQ	5864193	9/17/2019
RedSail Technologies, LLC	PUBLIQ SOFTWARE (logo)	5864225	9/17/2019
RedSail Technologies, LLC	POWERLINE	6037980	4/21/2020

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
RedSail Technologies, LLC	MEVESI INTELLIGENT ANALYTICS	88/698473	11/19/2019