ETAS ID: TM623902

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		02/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ZocDoc, Inc.
Street Address:	569 Broadway, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5722512	CLEAR PRICE
Registration Number:	5622887	GET WELL SOONER
Registration Number:	4487200	
Registration Number:	3408771	ZOCDOC
Registration Number:	4863002	GET BETTER BETTER
Registration Number:	5099000	·Z·
Registration Number:	5103475	·Z·
Registration Number:	5098999	·Z·
Registration Number:	5098998	ZOCDOC
Serial Number:	87883721	RIGHT DOCTOR, RIGHT NOW
Registration Number:	5797507	RIGHT DOCTOR, RIGHT NOW

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

dlee@akingump.com Email:

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street, N.W.

REEL: 007177 FRAME: 0849

TRADEMARK 900594647

Address Line 2: Address Line 4:	 Robert S. Strauss Tower Washington, D.C. 20006		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	02/02/2021		
Total Attachments: 4			

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TRADEMARK REEL: 007177 FRAME: 0850

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of February 2, 2021 ("Release"), is made by Cortland Capital Market Services LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent") in favor of ZocDoc, Inc., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and that certain Pledge and Security Agreement dated as of March 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor and the Administrative Agent, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute that certain Amended and Restated Intellectual Property Security Agreement, dated as of June 1, 2020, by and between the Grantor and the Administrative Agent (the "IP Security Agreement") for recording with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, the IP Security Agreement was recorded with the USPTO on June 2, 2020, at Reel: 052808, Frame: 0054 and at Reel: 6950, Frame: 0722; and

WHEREAS, as confirmed through that certain Payoff Letter, dated as of February 2, 2021, all obligations of the Grantor under the Credit Agreement have been satisfied in full and, in connection therewith, the Administrative Agent has released its security interest in the Intellectual Property Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable.
- **SECTION 2**. <u>Termination and Release</u>. The Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation, warranty, or recourse of any kind, hereby:
- (a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, the Grantor's intellectual property to the extent constituting Collateral (as defined in the Security Agreement), including, but not limited to, the foregoing listed on <u>Schedule A</u> attached hereto (the "<u>Intellectual Property Collateral</u>"), granted pursuant to the Security Agreement or the IP Security Agreement, and any right, title or interest of the Administrative Agent in such Intellectual Property Collateral shall hereby cease and become void. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Intellectual Property Collateral, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation or warranty of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

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SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. <u>Further Assurances</u>. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signatures on following page]

TRADEMARK REEL: 007177 FRAME: 0852 IN WITNESS WHEREOF, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Administrative Agent:

CORTLAND CAPITAL MARKET SERVICES LLC

Name: Jon Kirschmeier

Title: Associate Counsel

[Signature Page to IP Termination]

Schedule A

Trademarks

<u>Description</u>	Registration/	Registration/
	<u>Application</u>	<u>Application</u>
	<u>Number</u>	<u>Date</u>
CLEAR PRICE	5,722,512	04/09/2019
GET WELL SOONER	5,622,887	12/4/2018
MISCELLANEOUS DESIGN (ZocStar)	4,487,200	02/25/2014
ZOCDOC	3,408,771	04/08/2008
GET BETTER BETTER	4,863,002	12/01/2015
Stylized Z with 2 dots logo	5,099,000	12/13/2016
Stylized Z with 2 dots neutral	5,103,475	12/20/2016
Stylized Z with 2 dots and oval shaped background (color)	5,098,999	12/13/2016
Zocdoc (with Capital Z)	5,098,998	12/13/2016
RIGHT DOCTOR, RIGHT NOW	87883721	4/19/2018
RIGHT DOCTOR, RIGHT NOW	5,797,507	07/09/2019

<u>Patents</u>

Description	Registration/ Application Number	Registration/ Application Date
Data synchronization for booking of healthcare appointments across practice groups	8,688,466	04/01/2014
Method and apparatus for managing physician profile and healthcare appointment services	12/722,728	03/12/2010
System and method for accessing healthcare appointments from multiple disparate sources	14/059,957	10/22/2013
(Z002-7014) AGGREGATOR SYSTEM FOR ENABLING ONLINE ACCESS TO ENCOUNTER DATA FROM MULTIPLE DISPARATE SOURCE	15/222,094	07/28/2016
METHOD AND APPARATUS FOR GUIDING PATIENTS TOWARD HEALTHCARE GOALS	15/660,001	07/26/2017
SYSTEM AND METHOD FOR ACCESSING HEALTHCARE APPOINTMENTS FROM MULTIPLE DISPARATE SOURCES	15/618,629	06/09/2017
METHOD AND APPARATUS FOR MANAGING PHYSICIAN REFERRALS	15/858,451	12/29/2017
SYSTEM AND METHOD FOR ACCESSING HEALTHCARE APPOINTMENTS FROM MULTIPLE DISPARATE SOURCES	16/869,747	05/08/2020

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RECORDED: 02/02/2021