

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630786

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks Recorded at R/F 5722/0171		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC		03/09/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Distribution & Contracting, Inc.		
<b>Street Address:</b>	402 BNA Dr., Ste: 500		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37217		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86667448	PRO ADVANTAGE BY NDC	
<b>Serial Number:</b>	86667447	PRO ADVANTAGE BY NDC	
<b>Serial Number:</b>	86667451	PRO ADVANTAGE BY NDC	
<b>Serial Number:</b>	86667453	PRO ADVANTAGE BY NDC	
<b>Serial Number:</b>	86703022	PRO ADVANTAGE	
<b>Serial Number:</b>	86703017	PRO ADVANTAGE	
<b>Serial Number:</b>	86703008	PRO ADVANTAGE	
<b>Serial Number:</b>	86702979	PRO ADVANTAGE	
<b>Serial Number:</b>	86702967	PRO ADVANTAGE	
<b>Serial Number:</b>	86702961	PRO ADVANTAGE	
<b>Serial Number:</b>	86322609	DELIVERING EFFICIENCY TO HEALTHCARE	
<b>Serial Number:</b>	86322617	DELIVERING EFFICIENCY TO HEALTHCARE	
<b>Serial Number:</b>	86322611	DELIVERING EFFICIENCY TO HEALTHCARE	
<b>Serial Number:</b>	86322559	NDC	
<b>Serial Number:</b>	86322600	DELIVERING EFFICIENCY TO HEALTHCARE	
<b>Serial Number:</b>	86322569	NDC	
<b>Serial Number:</b>	86322575	NDC	
<b>Serial Number:</b>	86322595	NDC	
<b>Serial Number:</b>	85586493	QUALA	

OP \$1115.00 86667448

Property Type	Number	Word Mark
Serial Number:	85066523	QUALA
Serial Number:	85049370	MEDCHAIN
Serial Number:	85037578	MOTION1
Serial Number:	85004889	PRO ADVANTAGE BY NDC
Serial Number:	77867930	TAG THE ADVANTAGE GROUP
Serial Number:	77650873	QUALA
Serial Number:	77650876	QUALA
Serial Number:	77650877	QUALA
Serial Number:	77651099	QUALA
Serial Number:	77650897	QUALA
Serial Number:	77650524	QUALA
Serial Number:	77516235	PRO ADVANTAGE BY NDC
Serial Number:	77516193	PRO ADVANTAGE BY NDC
Serial Number:	77515848	PRO ADVANTAGE BY NDC
Serial Number:	77515885	PRO ADVANTAGE BY NDC
Serial Number:	77515660	PRO ADVANTAGE BY NDC
Serial Number:	77515802	PRO ADVANTAGE BY NDC
Serial Number:	78494444	PRO ADVANTAGE
Serial Number:	75397595	STARLINE
Serial Number:	75390310	STARLINE
Serial Number:	75381558	AMERICAN DENTAL COOPERATIVE, INC.
Serial Number:	75381572	ADC
Serial Number:	75159342	STARLINE
Serial Number:	74689442	Q
Serial Number:	74621577	QUALA

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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:** 3128767700

**Email:** thomas.buettner@lw.com

**Correspondent Name:** Thomas J. Buettner

**Address Line 1:** Latham & Watkins LLP

**Address Line 2:** 330 North Wabash Avenue, Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 033194-0353

**NAME OF SUBMITTER:** Thomas J. Buettner

**SIGNATURE:** /tjb/

<b>DATE SIGNED:</b>	03/09/2021
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**Total Attachments: 4**  
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source=National Distribution 5722 0171 Release#page3.tif  
source=National Distribution 5722 0171 Release#page4.tif

**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 9, 2021, by MADISON CAPITAL FUNDING LLC (“Agent”) as agent for itself and for the Lenders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, NATIONAL DISTRIBUTION & CONTRACTING, INC., a Delaware corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of February 1, 2016 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent for the ratable benefit of the Lenders in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 2, 2016, at Reel 5722, Frame 0171;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Lenders, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule A annexed hereto; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

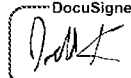
3. Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

*[Signature Page Follows]*

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

**MADISON CAPITAL FUNDING LLC**

DocuSigned by:



By: \_\_\_\_\_  
Name: **Jeff Karczynski**  
Title: **Director**

**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
PRO ADVANTAGE BY NDC	United States	86667448	6/18/15	N/A	N/A
PRO ADVANTAGE BY NDC	United States	86667447	6/18/15	N/A	N/A
PRO ADVANTAGE BY NDC	United States	86667451	6/18/15	N/A	N/A
PRO ADVANTAGE BY NDC	United States	86667453	6/18/15	N/A	N/A
PRO ADVANTAGE	United States	86703022	7/23/15	N/A	N/A
PRO ADVANTAGE	United States	86703017	7/23/15	N/A	N/A
PRO ADVANTAGE	United States	86703008	7/23/15	N/A	N/A
PRO ADVANTAGE	United States	86702979	7/23/15	N/A	N/A
PRO ADVANTAGE	United States	86702967	7/23/15	N/A	N/A
PRO ADVANTAGE	United States	86702961	7/23/15	N/A	N/A
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322609	6/27/14	4681704	2/3/15
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322617	6/27/14	4681706	2/3/15
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322611	6/27/14	4681705	2/3/15
NDC & Design	United States	86322559	6/27/14	4750905	6/9/15
DELIVERING EFFICIENCY TO HEALTHCARE	United States	86322600	6/27/14	4750906	6/9/15
NDC & Design	United States	86322569	6/27/14	4742352	5/26/15
NDC & Design	United States	86322575	6/27/14	4742353	5/26/15
NDC & Design	United States	86322595	6/27/14	4742354	5/26/15
QUALA	United States	85586493	4/2/12	4249664	11/27/12
QUALA	United States	85066523	6/18/10	3999569	7/19/11
MEDCHAIN	United States	85049370	5/27/10	4071406	12/13/11
MOTION1	United States	85037578	5/13/10	4119099	3/27/12

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
PRO ADVANTAGE BY NDC	United States	85004889	4/2/10	4060821	11/22/11
TAG THE ADVANTAGE GROUP & Design	United States	77867930	11/9/09	3906371	1/18/11
QUALA	United States	77650873	1/16/09	3657707	7/21/09
QUALA	United States	77650876	1/16/09	3657708	7/21/09
QUALA	United States	77650877	1/16/09	3657709	7/21/09
QUALA	United States	77651099	1/16/09	3663277	8/4/09
QUALA	United States	77650897	1/16/09	3792009	5/25/10
QUALA	United States	77650524	1/15/09	3657682	7/21/09
PRO ADVANTAGE BY NDC	United States	77516235	7/7/08	3590514	3/17/09
PRO ADVANTAGE BY NDC	United States	77516193	7/7/08	3597780	3/31/09
PRO ADVANTAGE BY NDC	United States	77515848	7/7/08	3590510	3/17/09
PRO ADVANTAGE BY NDC	United States	77515885	7/7/08	3664816	8/4/09
PRO ADVANTAGE BY NDC	United States	77515660	7/7/08	3796415	6/1/10
PRO ADVANTAGE BY NDC	United States	77515802	7/7/08	3796416	6/1/10
PRO ADVANTAGE	United States	78494444	10/5/04	3020616	11/29/05
STARLINE	United States	75397595	12/1/97	2214623	12/29/98
STARLINE	United States	75390310	11/14/97	2245642	5/18/99
AMERICAN DENTAL COOPERATIVE, Inc.	United States	75381558	10/29/97	2271539	8/24/99
ADC & Design	United States	75381572	10/29/97	2266333	8/3/99
STARLINE & Design	United States	75159342	9/3/96	2412027	3/10/98
Q & Design	United States	74689442	6/16/95	2143039	3/10/98
QUALA	United States	74621577	1/17/95	2198713	10/20/98
NDC & Design	Tennessee	n/a	n/a	n/a	8/11/14
ABCO	Canada	885097	7/22/98	TMA594325	11/7/03