

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM631087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Twin Brook Capital Partners, LLC		03/09/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Healthpro Management Services, LLC
Street Address:	307 International Circle
Internal Address:	Suite 100
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21030
Entity Type:	Limited Liability Company: DELAWARE
Name:	Therastat Data LLC
Street Address:	307 International Circle
Internal Address:	Suite 100
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21030
Entity Type:	Limited Liability Company: NORTH CAROLINA
Name:	Spectrum Professional Services, LLC
Street Address:	307 International Circle
Internal Address:	Suite 100
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21030
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3788432	HEALTHMAX
Registration Number:	3794485	SPS HEALTH
Registration Number:	4765743	HP
Registration Number:	2445826	THERASTAT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2477838	THERASTAT
Registration Number:	2819092	THERASTAT

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-2032
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NAME OF SUBMITTER:	Scott Kareff (014951-2032)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	03/10/2021
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Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 9, 2021, by TWIN BROOK CAPITAL PARTNERS, LLC (“Grantee”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, HEALTHPRO MANAGEMENT SERVICES, LLC (“HealthPRO Management”), THERASTAT DATA LLC (“TheraStat”) and SPECTRUM PROFESSIONAL SERVICES, LLC (“Spectrum Professional”; and together with HealthPRO Management and TheraStat, each a “Grantor”, and collectively, the “Grantors”) and Grantee were parties to that certain Trademark Security Agreement dated as of April 11, 2019 (the “Security Agreement”) pursuant to which each Grantor granted a security interest to Grantee, for its benefit and the benefit of Lenders, in Grantor’s entire right, title and interest in and to certain Trademark Collateral (as defined below) as security for certain obligations owing by such Grantor to Grantee, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on April 11, 2019, at Reel 6615, Frame 0506;

WHEREAS, each Grantor has requested that Grantee terminate, release, discharge and relinquish its security interest in the Trademark Collateral and reassign any and all rights in the same to such Grantor;

WHEREAS, each Grantor has satisfied and fulfilled all of its obligations to release the Grantee’s security interest in the Trademark Collateral.

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

1. Grantee hereby terminates, releases, discharges and relinquishes its security interest in all of each Grantor’s right, title and interest in and to all now owned and hereafter acquired Trademarks (including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds therefor, including the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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

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

3. Grantee agrees to take all further actions, and provide to 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 Grantor and its successors, assigns

and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

4. This Trademark Release and Reassignment is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Page Follows]

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

TWIN BROOK CAPITAL PARTNERS, LLC

By: 
Drew Guyette (Mar 15, 2021 11:57 CST)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

U.S. Trademark Registrations

Grantor	Country	Trademark	Trademark Application Number	Trademark Registration Number	Registration Date
HealthPRO Management Services, LLC	U.S.	HEALTHMAX	77684314	3788432	May 11, 2010
Spectrum Professional Services, LLC	U.S.	SPS HEALTH	77684358	3794485	May 25, 2010
HealthPRO Management Services, LLC	U.S.	HP	86271958	4765743	June 30, 2015
Therastat Data LLC	U.S.	THERASTAT	75799884	2445826	April 24, 2001
TheraStat Data LLC	U.S.	THERASTAT	76079815	2477838	August 14, 2001
TheraStat Data LLC	U.S.	THERASTAT	76466858	2819092	March 2, 2004