

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Financial Trust, as Agent		03/29/2021	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	H & R Accounts, Inc.		
Street Address:	7017 John Deere Parkway		
City:	Moline		
State/Country:	ILLINOIS		
Postal Code:	61265		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4374983	AVADYNE HEALTH	
Registration Number:	4374964	AVADYNE HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>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.</i>			
Phone:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	102648-0028		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	03/30/2021		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of March 29, 2021 (the “Effective Date”) by MidCap Financial Trust (the “Agent”), in favor of H & R Accounts, Inc. (“Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, Grantor, the Agent, and the other parties thereto entered into that certain Credit and Guaranty Agreement, dated as of April 12, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), which required the parties to enter into the Trademark Security Agreement (as defined below);

WHEREAS, Grantor and the Agent entered into that certain Trademark Security Agreement dated April 12, 2016 (the “Trademark Security Agreement”), under which Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Lenders, and granted to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under its Trademarks and applications therefor listed on Schedule 1 hereto; and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 5, 2016, at Reel 5786, Frame 0122;

WHEREAS, Grantor has satisfied the terms of the Trademark Security Agreement and requests a release of the security interest granted and recorded against the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Lenders, (i) terminates the Trademark Security Agreement, (ii) releases any and all liens, security interests, right, title and interest the Agent or any Lender may have in, to or under the Trademark Collateral (including, without limitation, any “new Trademarks” (as described in Section 3 of the Trademark Security Agreement) and the proceeds thereof in which Grantor granted to Agent a security interest), (iii) re-assigns to Grantor, any right, title or interest the Agent or any Lender may have in, to or under the Trademark Collateral and (iv) hereby authorizes the Grantor or the Grantor’s authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

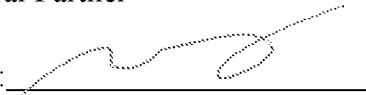
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IN WITNESS WHEREOF, the Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as Agent


By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management GP, LLC
Its: General Partner

By: 
Maurice Amsellem
Authorized Signatory

SCHEDULE 1

Trademark Registrations and Applications

Trademark/Service Mark	Jurisdiction	Registration Number	Registrant	Registration Date
	U.S.	4,374,983	H&R Accounts, Inc.	July 30, 2013
AVADYNE HEALTH	U.S.	4,374,964	H&R Accounts, Inc.	July 30, 2013