

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL ONE, NATIONAL ASSOCIATION		04/30/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SIMONMED IMAGING MSO, LLC		
Street Address:	6900 E Camelback Road, Suite 700		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2917806	SIMONMED	
Registration Number:	2919556	SEE TOMORROW TODAY	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	57000.00103		
NAME OF SUBMITTER:	Eric Hyla		
SIGNATURE:	/Eric Hyla/		
DATE SIGNED:	05/03/2021		
Total Attachments: 3			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of April 30, 2021, by **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as agent for the benefit of the Secured Parties (as defined in the Credit Agreement referred to in the Trademark Security Agreement described below) (in such capacity, together with its successors and assigns in such capacity, the “Agent”), in favor of **SIMONMED IMAGING MSO, LLC**, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, SimonMed Imaging Incorporated (the “Initial Grantor”), granted to the Agent a security interest in and lien upon all of the Initial Grantor’s right, title and interest in, to and under, among other things, any and all of the Trademark Collateral (as defined in the Trademark Security Agreement referred to below), as set forth in (a) the Trademark Security Agreement, dated as of April 13, 2018, made by the Initial Grantor in favor of the Agent for the benefit of the Secured Parties (the “Trademark Security Agreement”), and (b) the Guaranty and Security Agreement, dated as of April 13, 2018, made by the Initial Grantor, SimonMed Imaging LLC (the “Intermediate Grantor”) and certain of their respective affiliates in favor of the Agent for the benefit of the Secured Parties (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement” and, together with the Trademark Security Agreement, the “Security Agreements”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2018 at Reel/Frame 6464/0370;

WHEREAS, the Initial Grantor assigned the Trademark Collateral to the Intermediate Grantor on August 24, 2020, which in turn assigned the Trademark Collateral to the Grantor;

WHEREAS, the Grantor became a party to the Security Agreement pursuant to a Joinder Agreement, dated as of August 25, 2020, and as such, granted to the Agent, a security interest in and lien upon all of the Grantor’s right, title and interest in, to and under, among other things, any and all of the Trademark Collateral;

WHEREAS, the Grantor has requested that the Agent release and reassign its security interest in the Trademark Collateral, including, without limitation, the registered trademarks more fully identified in Schedule I annexed hereto and made a part hereof (including, without limitation, all goodwill associated therewith) (the “Released Trademarks”);

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

1. Without recourse or representation or warranty, express or implied, of any kind or nature whatsoever, (a) the Agent hereby releases, relinquishes and discharges any and all liens and security interests in and to all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Released Trademarks, and (b) reassigns, regrants and reconveys to the Grantor any and all of Agent’s right, title and interests (if any) in, to and under the Trademark Collateral, including, without limitation, the Released Trademarks, in each case granted pursuant to the Security Agreements.

2. The Agent hereby (a) authorizes the Grantor or its authorized representatives to record this Release with the United States Patent and Trademark Office and (b) authorizes and requests that the United States Patent and Trademark Office note and record the existence of this Release hereby given, at the Grantor’s sole cost and expense.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By:  _____

Name: Peter Itz

Title: Duly Authorized Signatory

SCHEDULE I
TO
RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Assignor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SIMONMED IMAGING MSO, LLC	SIMONMED	2917806	January 11, 2005
SIMONMED IMAGING MSO, LLC	SEE TOMORROW TODAY	2919556	January 18, 2005