

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		05/10/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MedRisk, LLC
Street Address:	2701 Renaissance Boulevard, Suite 200
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	Limited Liability Company: DELAWARE
Name:	Medical Diagnostic Associates Management, LLC
Street Address:	2701 Renaissance Boulevard, Suite 200
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	MedRisk HoldCo, LLC
Street Address:	2701 Renaissance Boulevard, Suite 200
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5213110	MEDRISK RESTORE
Registration Number:	5298146	NEXGEN ADVANTAGE
Registration Number:	3809399	ELECTRIS
Registration Number:	3679339	SPNET
Registration Number:	3701149	SPNET CLINICAL SOLUTIONS FOR WORKERS' CO

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CORRESPONDENCE DATA**Fax Number:**

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: 800-494-5225**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENCY GLOBAL Inc.**Address Line 4:** Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1375397 TM 2L
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	05/19/2021

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Release"), dated as of May 10, 2021, is made by Jefferies Finance LLC, as Collateral Agent (the "Collateral Agent"), pursuant to the Second Lien Credit Agreement, dated as of December 28, 2017 (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") and the Second Lien Security Agreement, dated as of December 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WITNESSETH

WHEREAS, Medical Diagnostic Associates Management, LLC ("MDAM"), MedRisk, LLC ("MedRisk"), MedRisk Holdco, LLC ("MedRisk Holdco") and Expert Clinical Benchmarks, LLC ("ECB"), and together with MDAM, MedRisk and MedRisk Holdco, the "Grantors") are party to the Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, MDAM, MedRisk and ECB executed and delivered to the Collateral Agent that certain Second Lien Intellectual Property Security Agreement, dated as of December 28, 2017 (the "Initial IP Security Agreement", and as supplemented by the IP Security Agreement Supplement (as defined below), the "IP Security Agreement"), pursuant to which each the Grantors granted to the Collateral Agent a security interest in their Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was (i) recorded with the United States Patent and Trademark Office ("USPTO") on December 28, 2017 at Reel/Frame No. 6238/0489, and (ii) recorded with the U.S. Copyright Office ("USCO") on December 26, 2017 at Volume/Doc No. 9953/844;

WHEREAS, MedRisk Holdco executed and delivered to the Collateral Agent that certain Second Lien Intellectual Property Security Agreement Supplement, dated as of April 3, 2020 (the "IP Security Agreement Supplement"), and recorded it with the USPTO on April 7, 2020 at Reel/Frame No. 6919/0497;

WHEREAS, as of the date hereof, all of the obligations secured by the security interest granted under the IP Security Agreement have been paid, performed, satisfied and discharged in full and, in connection therewith, the Grantors have requested that the Collateral Agent release their respective security interests in all of its right, title and interest in and to the Collateral (as defined in the IP Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby **DISCHARGES, TERMINATES** and **RELEASES** its security interest in all right, title and interest in and to the Collateral (as defined in the IP Security Agreement), including the Trademark Collateral set forth in Schedule I attached hereto and incorporated herein by reference and the Copyright Collateral set forth in Schedule II attached hereto and incorporated herein by reference. The undersigned hereby transfers and assigns to the Grantors any and all right, title and interest that the Collateral Agent may have obtained in, to and under the Collateral (as defined in the IP Security Agreement).

2. The Collateral Agent authorizes and requests that the USPTO, the USCO and any other applicable government office record this Release.


3. The Collateral Agent agrees to take all further actions and provide to the Grantors and their 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, in each case as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record the release of the security interest contemplated hereby.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

U.S. Trademark Registrations and Trademark Applications

Reel/Frame No. 6238/0489

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
MedRisk, LLC	U.S.	MEDRISK RESTORE	5213110	5/30/2017
MedRisk, LLC	U.S.	NEXGEN ADVANTAGE	5298146	9/26/2017
Medical Diagnostic Associates Management, LLC	U.S.	ELECTRIS	3809399	6/29/2010

Reel/Frame No. 6919/0497

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
MedRisk HoldCo, LLC	U.S.	SPNET	3679339	09/8/2009
MedRisk HoldCo, LLC	U.S.	SPNET CLINICAL SOLUTIONS FOR WORKERS' COMPENSATION	3701149	10/27/2009

SCHEDULE II
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

U.S. Copyright Registrations

<u>Owner</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
MedRisk, LLC	Patient survey.	TX0005104362	11/24/1999
Expert Clinical Benchmarks, LLC	MedRisk expert clinical benchmarks	TX0005431832	9/21/2001

EXCLUSIVE COPYRIGHT LICENSES

None.