

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		02/02/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MedVal Scientific Information Services, LLC		
Street Address:	30 Vreeland Drive, Suite 2		
City:	Skillman		
State/Country:	NEW JERSEY		
Postal Code:	08558		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	PharmaWrite, LLC		
Street Address:	152 Wall Street		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3201888	PHARMAWRITE	
Registration Number:	4134002	MEDVAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-220-0900		
Email:	jrfriedman@litproplaw.com, docketing@1027tm.com		
Correspondent Name:	Jessica R. Friedman		
Address Line 1:	300 East 59 Street, Suite 2406		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Jessica R. Friedman		

OP \$65.00 3201888

SIGNATURE:	/Jessica R. Friedman/
DATE SIGNED:	06/04/2021
Total Attachments: 12 source=Jobson - Release Consent [Executed]#page1.tif source=Jobson - Release Consent [Executed]#page2.tif source=Jobson - Release Consent [Executed]#page3.tif source=Jobson - Release Consent [Executed]#page4.tif source=Jobson - Release Consent [Executed]#page5.tif source=Jobson - Release Consent [Executed]#page6.tif source=Jobson - Release Consent [Executed]#page7.tif source=Jobson - Release Consent [Executed]#page8.tif source=Jobson - Release Consent [Executed]#page9.tif source=Jobson - Release Consent [Executed]#page10.tif source=Jobson - Release Consent [Executed]#page11.tif source=Jobson - Release Consent [Executed]#page12.tif	

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Administrative Agent
50 South Sixth Street, Suite 1290
Minneapolis, Minnesota 55402

Dated as of February 2, 2017

Jobson Healthcare Information LLC
Borrower Representative
c/o Wicks Group of Companies, L.L.C.
400 Park Avenue, Suite 1210
New York, New York 10022
Attention: Max von Zuben

Re: Consent Letter and Collateral Release

Ladies and Gentlemen:

Reference is hereby made to the following:

1. A certain Credit Agreement dated as of July 21, 2014 (as amended by that certain First Amendment to Credit Agreement dated as of July 2, 2015, that certain Second Amendment to Credit Agreement dated as of August 19, 2016, that certain Third Amendment to Credit Agreement dated as of December 14, 2016 and as may be further amended, modified and/or restated from time to time, the "Credit Agreement"), among Jobson Healthcare Information LLC, a Delaware limited liability company (the "Borrower Representative"), the other Persons party thereto that are designated as "Credit Parties" or "Borrowers", Wilmington Trust, National Association, a national banking association, as Administrative Agent (the "Administrative Agent") for the several financial institutions from time to time party thereto (the "Lenders") and the Lenders.

2. A certain Guaranty and Security Agreement dated as of July 21, 2014 (as amended from time to time, the "Security Agreement"), among Jobson Medical Information Holdings LLC, a Delaware limited liability company, the Borrower Representative, the Borrowers and the Administrative Agent.

Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower Representative has informed the Administrative Agent that DesignWrite, LLC, a Delaware limited liability company and a Borrower under the Credit Agreement ("DesignWrite"), PharmaWrite, LLC, a Delaware limited liability company and a Borrower under the Credit Agreement ("PharmaWrite"), and MedVal Scientific Information Services, LLC, a Delaware limited liability company and a Borrower under the Credit Agreement

("MedVal"), has entered into an Asset Purchase Agreement dated February 2, 2017 (the "APA"), with a limited liability company to be formed by Jaspreet Lynch and Louis P. Greco (the "Buyer"), pursuant to which DesignWrite, PharmaWrite and MedVal will sell to the Buyer substantially all of their assets related to their medical communications business, as more particularly described in the APA (the "Purchased Assets"), such sale of the Purchased Assets to be made in accordance with the terms of the APA (such transaction, the "Asset Sale"). A true and correct copy of the APA has been provided to the Administrative Agent as of the date of this letter. The parties to the APA shall not amend or modify the APA without the prior written consent of the Administrative Agent (and any such unauthorized amendment or modification shall result in this letter becoming null and void ab initio). It is a condition to the Buyer closing the Asset Sale that the Administrative Agent agree to terminate its Liens on, and security interests in, the Purchased Assets.

The Credit Agreement contemplates that no Credit Party may sell, assign, lease, convey, transfer or dispose of any Property, subject to certain exceptions set forth in Section 5.2 of the Credit Agreement, none of which exceptions apply to the Asset Sale. By their execution of this letter, the Administrative Agent and the Required Lenders hereby consent to the Asset Sale. Further, the Administrative Agent and the Required Lenders consent to the change in the legal names of DesignWrite, PharmaWrite and MedVal required by the APA without the advance notice required by Section 5.14 of the Credit Agreement and Section 5.2 of the Security Agreement so long as the Borrower Representative provides written notice to the Administrative Agent of the new names of such Borrowers within 5 days after such change occurs.

Effective concurrently with the consummation of the Asset Sale, the Liens of the Administrative Agent, on behalf of the Secured Parties, on the Purchased Assets shall be automatically terminated, discharged and released and be of no further force and effect.

Upon the consummation of the Asset Sale, the Administrative Agent (a) authorizes LStar Cayman Loan Company, Ltd or its representative ("LStar") to file UCC-3 amendments in the form and substance attached hereto as Exhibit A (and by execution hereof, LStar agrees to file such UCC-3 amendments upon the closing of the Asset Sale consistent with the provisions of this letter), amending (i) that certain UCC-1 financing statement listing DesignWrite as debtor and the Administrative Agent as secured party, recorded and filed with the Delaware Secretary of State on July 21, 2014 as initial filing number 20142891208, (ii) that certain UCC-1 financing statement listing PharmaWrite as debtor and the Administrative Agent as secured party, recorded and filed with the Delaware Secretary of State on July 21, 2014 as initial filing number 20142891141, and (iii) that certain UCC-1 financing statement listing MedVal as debtor and the Administrative Agent as secured party, recorded and filed with the Delaware Secretary of State on July 21, 2014 as initial filing number 20142891133, in order to terminate the Liens granted under the Security Agreement with respect to the Purchased Assets and (b) agrees to execute and record, at the Borrower Representative's expense, such other termination statements or releases relating to the Purchased Assets as the Borrower Representative or the Buyer may reasonably request in connection with the above-described termination.

Except for the foregoing consent to the Asset Sale and release of liens, nothing in this letter shall alter or affect any provision, condition or covenant contained in the Loan Documents

or affect or impair any rights, powers or remedies of the Secured Parties and the Administrative Agent, it being the intent of the parties hereto that the provisions of the Loan Documents shall continue in full force and effect accordingly to their terms.

Nothing contained herein shall constitute a release, discharge or termination of the security interests granted to the Administrative Agent for the benefit of the Secured Parties in (i) any Excluded Assets under (and as defined in) the APA, or (ii) any of the other Collateral (as defined in the Security Agreement) not expressly released pursuant to this letter agreement.

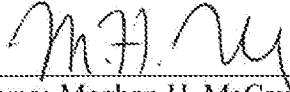
This letter agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

If the foregoing accurately reflects our agreement, please execute this letter agreement in the space provided below.

Sincerely,

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 
Name: Meghan H. McCauley
Title: Assistant Vice President

**The foregoing is acknowledged and agreed
by the undersigned Borrower Representative for itself and
on behalf of each Borrower:**

JOBSON HEALTHCARE INFORMATION LLC,
for itself and each of the Borrowers

By: _____
Name: _____
Title: _____

If the foregoing accurately reflects our agreement, please execute this letter agreement in the space provided below.


Sincerely,

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Administrative Agent

By: _____
Name: _____
Title: _____

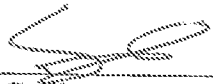
**The foregoing is acknowledged and agreed
by the undersigned Borrower Representative for itself and
on behalf of each Borrower:**

JOBSON HEALTHCARE INFORMATION LLC,
for itself and each of the Borrowers

By:  _____
Name: DEREK WINSTON
Title: CHIEF FINANCIAL OFFICER

The undersigned Lenders, constituting Required Lenders under the Credit Agreement, hereby acknowledge and consent to the Asset Sale notwithstanding the restrictions set forth in Section 5.2 of the Credit Agreement.

LSTAR CAYMAN LOAN COMPANY, LTD, as a Lender

By: 
Name: Sandra Collins
Title: Vice President

OFS SBIC I, LP, as a Lender

By: OFS SBIC I GP, LLC, its General Partner

By: _____
Name: _____
Title: _____

NEW SPRING MEZZANINE CAPITAL II, L.P., as a Lender

By: NSM II GP, L.P., its General Partner

By: NSM II GP, L.L.C., its General Partner

By: _____
Name: _____
Title: _____

The undersigned Lenders, constituting Required Lenders under the Credit Agreement, hereby acknowledge and consent to the Asset Sale notwithstanding the restrictions set forth in Section 5.2 of the Credit Agreement.

LSTAR CAYMAN LOAN COMPANY, LTD, as a Lender

By: _____
Name: _____
Title: _____

OFS SBIC I, LP, as a Lender

By: OFS SBIC I GP, LLC, its General Partner

By: Bilal Rashid
Name: Bilal Rashid
Title: Manager

NEW SPRING MEZZANINE CAPITAL II, L.P., as a Lender

By: NSM II GP, L.P., its General Partner

By: NSM II GP, L.L.C., its General Partner

By: _____
Name: _____
Title: _____

The undersigned Lenders, constituting Required Lenders under the Credit Agreement, hereby acknowledge and consent to the Asset Sale notwithstanding the restrictions set forth in Section 5.2 of the Credit Agreement.

LSTAR CAYMAN LOAN COMPANY, LTD, as a Lender

By: _____
Name: _____
Title: _____

OFS SBIC I, LP, as a Lender

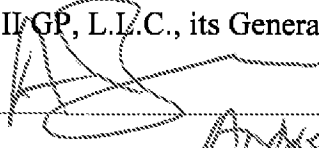
By: OFS SBIC I GP, LLC, its General Partner

By: _____
Name: _____
Title: _____

NEW SPRING MEZZANINE CAPITAL II, L.P., as a Lender

By: NSM II GP, L.P., its General Partner

By: NSM II GP, L.L.C., its General Partner

By:  _____
Name: *Andrew Law* _____
Title: *General Partner* _____

Signature Page to Consent and Collateral Release