

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655051

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Alliance Bank		06/21/2021	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MedAdvantage, LLC		
<b>Street Address:</b>	500 W. Jefferson Street		
<b>Internal Address:</b>	Suite 2310		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4280507	CREDENTIALING MADE EASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025811087		
<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>			
<b>Phone:</b>	502-589-5400		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Cynthia Stewart		
<b>Address Line 1:</b>	400 West Market Street		
<b>Address Line 2:</b>	Suite 3200		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	CYNTHIA STEWART		
<b>SIGNATURE:</b>	/CYNTHIA STEWART/		
<b>DATE SIGNED:</b>	06/21/2021		
<b>Total Attachments: 11</b>			
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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY INTEREST**

This Termination and Release of Intellectual Property Security Interest is effective as of June 21, 2021, ("Termination and Release"), by Western Alliance Bank, an Arizona corporation ("Lender").

WHEREAS, that certain Intellectual Property Security Agreement, dated as of May 28, 2021 (as heretofore amended, restated, supplemented or otherwise modified, the "Intellectual Property Security Agreement"), was executed in favor of Lender by iHealth Solutions LLC, a Kentucky limited liability company ("Solutions"), MedAdvantage, LLC, a Kentucky limited liability company ("MedAdvantage"), iHealth Holdings, LLC, a Delaware limited liability company ("Holdings"), and iHealth West, Inc., a California corporation ("West" and, collectively with Solutions, MedAdvantage, and Holdings, the "Loan Party"), pursuant to which the Loan Party granted to the Lender, to secure the payment of certain obligations to the Lender, a security interest in and lien on all of the Loan Party's right, title and interest in, to and under the "Intellectual Property Collateral" as such term is defined in the Intellectual Property Security Agreement. A copy of the Intellectual Property Security Agreement is attached to this Termination and Release as Annex A hereto and incorporated herein by this reference;

WHEREAS, the Intellectual Property Security Agreement has been recorded with the U.S. Patent and Trademark Office; and

WHEREAS, on or about the date hereof, Solutions and MedAdvantage are entering into an Asset Purchase Agreement (the "APA") with Verisys Corporation, a Virginia corporation ("Buyer"), pursuant to which Buyer is acquiring certain Purchased Assets (as such term is defined in the APA, which definition shall govern for all purposes of this Termination and Release) of Solutions and MedAdvantage related to Solutions' and MedAdvantage's healthcare primary source verification credentialing business (the "Business");

WHEREAS, Lender now desires to terminate its security interest with respect to the Purchased Assets included in the Intellectual Property Collateral, including without limitation the registered trademark "Credentialing Made Easy" as further described on Exhibit B to the Intellectual Property Security Agreement that is attached as Annex A to this Termination and Release.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Lender agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
2. Release of Security Interest. Intending to be legally bound hereby, the Lender hereby releases and terminates any and all rights, title and interests (including without limitation any lien or security interest) in and to the Purchased Assets included in the Intellectual Property Collateral as set forth or described in the Intellectual Property Security Agreement or

otherwise, and hereby authorizes Solutions and MedAdvantage or their authorized representatives to record this Termination and Release with the United States Patent and Trademark Office.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Lender duly executes this Termination and Release of Intellectual Property Security Interest, which is effective as of the day and year first written above.

**WESTERN ALLIANCE BANK**

By:   
Blake Reid, Senior Director

**Accepted and Acknowledged by:**

iHealth Solutions, LLC

By: \_\_\_\_\_  
Steven E. Russell,  
Chief Financial Officer

MedAdvantage, LLC

By: \_\_\_\_\_  
Steven E. Russell,  
Chief Financial Officer

[Signature page to Termination and Release of Intellectual Property Security Interest]

IN WITNESS WHEREOF, the Lender duly executes this Termination and Release of Intellectual Property Security Interest, which is effective as of the day and year first written above.

WESTERN ALLIANCE BANK

By: \_\_\_\_\_  
Blake Reid, Senior Director

Accepted and Acknowledged by:

iHealth Solutions, LLC

By:   
\_\_\_\_\_  
Steven E. Russell,  
Chief Financial Officer

MedAdvantage, LLC

By:   
\_\_\_\_\_  
Steven E. Russell,  
Chief Financial Officer

[Signature page to Termination and Release of Intellectual Property Security Interest]

TRADEMARK

REEL: 007331 FRAME: 0730

ANNEX A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

ANNEX A

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 28, 2021, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), IHEALTH SOLUTIONS LLC, a Kentucky limited liability company ("Solutions"), IHEALTH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), IHEALTH WEST INC., a California corporation ("West"), and MEDADVANTAGE, LLC, a Kentucky limited liability company ("Medadvantage," and together with Solutions, Holdings, and West, each a "Grantor" and collectively, "Grantors") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby covenant and agree as follows:

To secure the Obligations under the Loan Agreement, Grantors grant to Lender a security interest in all right, title, and interest of Grantors in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

**IHEALTH SOLUTIONS LLC**, Kentucky limited liability company

By:                     *Steven E. Russell*                    

Name: Steven E. Russell  
Title: Chief Financial Officer

**IHEALTH HOLDINGS, LLC**, a Delaware limited liability company

By:                     *Steven E. Russell*                    

Name: Steven E. Russell  
Title: Chief Financial Officer

**IHEALTH WEST INC.**, a California corporation

By:                     *Steven E. Russell*                    

Name: Steven E. Russell  
Title: Chief Financial Officer

**MEDADVANTAGE, LLC**, a Kentucky limited liability company

By:                     *Steven E. Russell*                    

Name: Steven E. Russell  
Title: Chief Financial Officer

Address for Notices to Grantors:  
Attn: 500 West Jefferson St, Suite 2310  
Louisville, KY 40202  
(502) 780-5765

[Signature Page to Intellectual Property Security Agreement]

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

By:  .....

Name: *Walter Reich*  
Title: *Senior Director*

Address for Notices to Lender:  
Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

Type of Work:	Title:	Copyright Number:	Registration Number:	Filing Date:	Pre-registered
Recorded Document	Member TrackerTM Software	V9939D287 (2016)	TX8093693	08/19/2016 Recorded on 8/22/2016	

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Credentialing Made Easy	85439581	4280507		10/05/2011
Wellness & Revenue Assistance Program  (Standard character mark)	87240014	5193283		11/17/2016

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:

6538950.5