# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM655843 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital LLC		06/22/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Axia Indiana Management, Inc.		
Street Address:	8097 Township Line Road, Suite 206		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46260		
Entity Type:	Corporation: INDIANA		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number: 4251798		OBSTETRICS & GYNECOLOGY OF INDIANA	

#### **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: 202-370-4750

ipteam@cogencyglobal.com Email:

Joanna McCall **Correspondent Name:** 

1025 Connecticut Ave NW, Suite 712 Address Line 1:

Address Line 2: Cogency Global Inc. Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1410876 rel 6839_0209	
NAME OF SUBMITTER:	Theresa Volano	
SIGNATURE:	/Theresa Volano/	
DATE SIGNED:	06/24/2021	

# **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 22, 2021, is made by Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Grantee"), in favor of Axia Indiana Management, Inc., an Indiana corporation (the "Grantor").

WHEREAS, the Grantor and the Grantee are parties to that certain Trademark Security Agreement dated as of November 1, 2019 (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Grantee a Lien on and security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on January 16, 2020 at Reel 6839 and Frame 0209;

WHEREAS, the Grantee has agreed to terminate and release the entirety of its security interest in, to and under and lien on the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Trademark Security Agreement, as applicable.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

- 1. Release of Security Interest. The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages and liens on and security interests in the following (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the USPTO (but only until such statement is filed and accepted with the USPTO)), including, without limitation, those referred to on **Schedule**  $\underline{\mathbf{A}}$  hereto;
  - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

and hereby reassigns and transfers to the Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee or the Secured Parties may have in, to or under the

Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on **Schedule A** annexed hereto).

- 2. Recordation. The Grantee hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor's sole expense.
- 3. Governing Law. This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

-Remainder of Page Intentionally Left Blank-[Signature Pages Follow] **IN WITNESS WHEREOF**, the Grantee has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**GOLUB CAPITAL LLC**,

as Administrative Agent

By: Marc Robinson

Title: Senior Managing Director

# **SCHEDULE A**

Owner	<u>Mark</u>	Jurisdiction	Registration No	Registration Date
Axia Indiana	OBSTETRICS &	United	4251798	11/27/12
Management, Inc.	GYNECOLOGY OF	States		
	INDIANA			

**RECORDED: 06/24/2021**