# OP \$715.00 8643756

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM666011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRG SERVICING LLC		08/03/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Healthgrades Operating Company, Inc. (formerly Health Grades, Inc., successor in interest to Influence Health, Inc. and Evariant, Inc.)
Street Address:	1801 CALIFORNIA STREET
Internal Address:	Suite 800
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark			
Serial Number:	86437560	MOVING HEALTHCARE AHEAD			
Serial Number:	85865653	MOVING HEALTHCARE AHEAD			
Serial Number:	85424050	CONNECTEDCAMPAIGNS			
Serial Number:	77608633	EVARIANT			
Serial Number:	87499837				
Serial Number:	87499865	HEALTHGRADES			
Serial Number:	87431689	WRITEMD			
Serial Number:	87308328	WRITEMD			
Serial Number:	86741210	HEALTHGRADES			
Serial Number:	86741212	RIGHT DIAGNOSIS			
Serial Number:	86181618	COCG			
Serial Number:	86045030	DIGESTIVE INVESTIGATOR			
Serial Number:	85725243	HOW AMERICA FINDS A DOCTOR			
Serial Number:	85725257	CPM HEALTHGRADES			
Serial Number:	85725266	CPM HEALTHGRADES			
Serial Number:	85722858	HEALTHGRADES			
Serial Number:	85257017	PATIENT DIRECT CONNECT			
		TDADEMADIA			

<del>TRADEMARK</del>

REEL: 007383 FRAME: 0205

900635276

Property Type	Number	Word Mark
Serial Number:	75693863	HEALTHGRADES
Serial Number:	75086622	MARKET ANALYST
Serial Number:	75077567	CAMPAIGN MANAGER
Serial Number:	85802670	MEDSEEK
Serial Number:	86361505	INFLUENCE HEALTH
Serial Number:	85558912	BRIGHTWHISTLE
Serial Number:	85558918	BRIGHTWHISTLE
Serial Number:	85558923	BRIGHTWHISTLE
Serial Number:	85559173	
Serial Number:	85559176	
Serial Number:	85874052	YOUR PATIENTS HAVE MOVED.

#### **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:** 17044933657

**Email:** mmcgill@kslaw.com

Correspondent Name: Maggie McGill

Address Line 1: 300 S. Tryon, Ste 2700

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	30170.765002
NAME OF SUBMITTER:	Maggie McGill
SIGNATURE:	/Maggie McGill/
DATE SIGNED:	08/09/2021

#### **Total Attachments: 5**

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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 3, 2021 (this "Release"), is made by CRG SERVICING LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, "Administrative Agent"), in favor of HEALTHGRADES OPERATING COMPANY, INC. (formerly HEALTH GRADES, INC.; successor in interest to INFLUENCE HEALTH, INC.; and successor in interest to EVARIANT, INC.), a Delaware corporation (the "Company").

WHEREAS, pursuant to that certain Security Agreement, dated as of December 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Company, other grantors from time to time party thereto, and the Administrative Agent, the Company pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark registrations and applications listed on Schedule A hereto;

**WHEREAS**, pursuant to the Security Agreement, the Company, as HEALTHGRADES OPERATING COMPANY, INC. (formerly HEALTH GRADES, INC.) executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Trademark Security Agreement, dated December 30, 2019 (the "**First Trademark Security Agreement**");

**WHEREAS**, the First Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") on December 31, 2019, at Reel 006828, Frame 0858.

**WHEREAS**, pursuant to the Security Agreement, EVARIANT, INC., executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Trademark Security Agreement, dated December 30, 2019 (the "Second Trademark Security Agreement");

**WHEREAS**, the Second Trademark Security Agreement was recorded at the USPTO on December 31, 2019, at Reel 006828, Frame 0873.

WHEREAS, EVARIANT, INC. transferred, assigned, delivered, and conveyed to HEALTHGRADES OPERATING COMPANY, INC. all right, title, and interest in and to certain transferred assets, including the trademarks subject to the Second Trademark Security Agreement, pursuant to an Asset Transfer Agreement dated February 1, 2020 (the "ATA");

**WHEREAS**, the ATA was recorded at the USPTO on April 10, 2020, at Reel 006912, Frame 0784.

**WHEREAS**, pursuant to the Security Agreement, the Company, as HEALTHGRADES OPERATING COMPANY, INC. (successor in interest to INFLUENCE HEALTH, INC.), executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Trademark Security Agreement, dated March 3, 2020 (the "**Third Trademark Security Agreement**");

**WHEREAS**, the Third Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") on March 3, 2020, at Reel 006880, Frame 0617.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Company agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the security interest in all of the Company's right, title, goodwill, and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of the Company that are registered with, or for which applications for registration have been filed with, the USPTO, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith; and
  - (b) authorizes the recordation of this Release with the USPTO at Company's expense.

**SECTION 3**. Choice of Law. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[Signature page follows]

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the day and year first above written.

**ADMINISTRATIVE AGENT:** 

CRG SERVICING LLC, a Delaware limited liability company

Name: Andrei Dorenbaum

Title: Authorized Signatory

## Schedule A to Termination and Release of Security Interest in Trademarks

#### SCHEDULE A

#### TRADEMARKS AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Juris- diction	Serial Number	Filing Date	Registration Number	Registration Date
MOVING HEALTHCARE AHEAD	US	86437560	10/28/2014	4854021	11/17/2015
MOVING HEALTHCARE AHEAD	US	85865653	3/4/2013	4752348	6/9/2015
CONNECTEDCAMPAI GNS	US	85424050	9/15/2011	4142196	5/15/2012
EVARIANT	US	77608633	11/6/2008	3634959	6/9/2009
Design Only	US	87499837	6/21/2017	5566796	9/18/2018
HEALTHGRADES	US	87499865	6/21/2017	5566797	9/18/2018
WRITEMD	US	87431689	5/1/2017	5566675	9/18/2018
WRITEMD	US	87308328	1/20/2017	5429544	3/20/2018
HEALTHGRADES	US	86741210	8/28/2015	5138360	2/7/2017
RIGHT DIAGNOSIS	US	86741212	8/28/2015	5087886	11/22/2016
COCG	US	86181618	1/31/2014	4871262	12/15/2015
DIGESTIVE INVESTIGATOR	US	86045030	8/22/2013	4728425	4/28/2015
HOW AMERICA FINDS A DOCTOR	US	85725243	9/10/2012	4442368	12/3/2013
CPM HEALTHGRADES	US	85725257	9/10/2012	4424192	10/29/2013
CPM HEALTHGRADES	US	85725266	9/10/2012	4424193	10/29/2013
HEALTHGRADES	US	85722858	9/7/2012	4554155	6/24/2014
PATIENT DIRECT CONNECT	US	85257017	3/3/2011	4086698	1/17/2012
HEALTHGRADES	US	75693863	4/28/1999	2483194	8/28/2001
MARKET ANALYST	US	75086622	4/10/1996	2133479	1/27/1998
CAMPAIGN MANAGER	US	75077567	3/25/1996	2146810	3/24/1998
MEDSEEK	US	85802670	12/14/2012	4361531	7/2/2017
INFLUENCE HEALTH	US	86361505	8/8/2014	4946999	4/26/2016
BRIGHTWHISTLE	US	85558912	3/2/2012	4336046	5/14/2013
BRIGHTWHISTLE (and Design)	US	85558918	3/2/2012	4336047	5/14/2013

### Schedule A to Termination and Release of Security Interest in Trademarks

Mark	Juris- diction	Serial Number	Filing Date	Registration Number	Registration Date
BRIGHTWHISTLE (and Design)	US	85558923	3/2/2012	4336048	5/14/2013
whistle					
BRIGHTWHISTLE	Mexico	1319826	10/8/2012	1347851	2/11/2013
BRIGHTWHISTLE	Mexico	1319828	10/8/2012	1347852	2/11/2013
BRIGHTWHISTLE	Europea n Union	11121357	8/15/2012	11121357	3/6/2013
Design Only	US	85559173	3/2/2012	4463280	1/7/2014
Design Only	US	85559176	3/2/2012	4459662	12/31/2013
YOUR PATIENTS HAVE MOVED.	US	85874052	3/12/2013	4418439	10/15/2013

#### TRADE NAMES

Trade Name	Registration No.	Date
СРМ	WI 20120000816	11/30/2011
CPM MARKETING GROUP	WI 20120000817	11/30/2011
CUSTOMER POTENTIAL MANAGEMENT MARKETING GROUP	WI 20120000818	11/30/2011
CPM HEALTHGRADES	WI 20120001463	3/7/2012
HEALTHGRADES	WI 20120001464	3/7/2012

**RECORDED: 08/09/2021**