

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VARAGON CAPITAL PARTNERS AGENT, LLC		11/16/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TECHNOLOGY PARTNERS, LLC		
Street Address:	8757 Red Oak Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217-3983		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5289388	IMAGINEAPPLIANCE	
Registration Number:	4406157	THE ULTIMATE BILLING MACHINE!	
Registration Number:	4406156	IMAGINERADIOLOGY	
Serial Number:	87789740	IMAGINE	
Serial Number:	87767009	IMAGINE SOFTWARE	
Serial Number:	87767050	IMAGINE SOFTWARE	
Serial Number:	87767111	IMAGINEBILLING	
Serial Number:	87767400	IMAGINEPAY	
Serial Number:	87767424	IMAGINEINTELLIGENCE	
Serial Number:	87767451	IMAGINEAI	
Serial Number:	87767477	IMAGINETRUEICE	
Serial Number:	87767492	IMAGINEMEDFM	
Serial Number:	87767506	IMAGINEMEDMC	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
TRADEMARK			

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Correspondent Name: Christopher Chan
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: C. Chan - 61748.0013

NAME OF SUBMITTER: Christopher Chan

SIGNATURE: /Christopher Chan/

DATE SIGNED: 11/16/2021

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release and Reassignment**”) is made as of November 16, 2021, by VARAGON CAPITAL PARTNERS AGENT, LLC, as Agent (“**Secured Party**”) in favor of TECHNOLOGY PARTNERS, LLC, a North Carolina limited liability company (“**Grantor**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Collateral Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, in connection with the Guaranty and Security Agreement, dated as of April 30, 2018 among TPI Purchaser, Inc., Grantor, the other grantors party thereto and Secured Party, as Administrative Agent (the “**Collateral Agreement**”), Grantor executed that certain Trademark Security Agreement dated as of April 30, 2018 (the “**Security Agreement**”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on April 30, 2018, at Reel 6323, Frame 0296; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party, on behalf of itself and the Lenders, hereby terminates, cancels, releases and discharges its security interest in, and Lien on, all of Grantor’s right, title and interest in and to the following (collectively the “**Trademark Collateral**”):

(a) all of its Trademarks (other than Excluded Assets, in which Secured Party has no security interest), including, without limitation, the Trademarks referred to on **Schedule 1** hereto;

(b) all reissuances, continuations, 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, violation or other impairment thereof.

2. Secured Party hereby reassigns, transfers, grants and conveys to the Grantor, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral, together with the goodwill of the business connected with the use thereof and symbolized thereby, and hereby terminates the Security Agreement.

3. Secured Party hereby agrees that any powers of attorney or similar rights granted by Grantor to Secured Party pursuant to the Collateral Agreement or otherwise are hereby terminated.

4. Secured Party hereby (a) authorizes the Grantor or its designee to record this Release and Reassignment with the United States Patent and Trademark Office and (b) authorizes and requests that the United States Patent and Trademark Office note and record the existence of this Release and Reassignment.

5. Secured Party hereby agrees to take all further action, and provide to Grantor and its successors, assigns, or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents and instruments), reasonably requested by Grantor to more fully effectuate the purposes of this Release and Reassignment.

6. This Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

VARAGON CAPITAL PARTNERS AGENT, LLC, as
Administrative Agent

By: Varagon Capital Partners, L.P., its sole Member

By: 
Name: Zeshan Ashfaq
Title: Managing Director

SCHEDULE 1

Trademark Collateral

REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date	Status of Mark	Owner/Applicant
IMAGINEAPPLIANCE	5289388	9/19/2017	Registered	Technology Partners, LLC
THE ULTIMATE BILLING MACHINE!	4406157	9/24/2013	Registered	Technology Partners, LLC
IMAGINERADIOLOGY	4406156	9/24/2013	Registered	Technology Partners, LLC

TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Status of Mark	Owner/Applicant
IMAGINE	87789740	2/8/2018	Pending	Technology Partners, LLC
IMAGINE SOFTWARE (Stylized)	87767009	1/23/2018	Pending	Technology Partners, LLC
IMAGINE SOFTWARE	87767050	1/23/2018	Pending	Technology Partners, LLC
IMAGINEBILLING	87767111	1/23/2018	Pending	Technology Partners, LLC
IMAGINEPAY	87767400	1/23/2018	Pending	Technology Partners, LLC
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IMAGINETRUEICE	87767477	1/23/2018	Pending	Technology Partners, LLC
IMAGINEMEDFM	87767492	1/23/2018	Pending	Technology Partners, LLC
IMAGINEMEDMC	87767506	1/23/2018	Pending	Technology Partners, LLC

IP LICENSES

None.