ETAS ID: TM690050

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		11/23/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	EASYRX, LLC
Street Address:	3150 ARDEN ROAD, NW
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Limited Liability Company: GEORGIA
Name:	INUTISOFT TECHNOLOGIES LLC
Doing Business As:	CHIROSPRING
Street Address:	1140 E. KIMBERLY RD.
Internal Address:	SUITE1A
City:	DAVENPORT
State/Country:	IOWA
Postal Code:	52807
Entity Type:	Limited Liability Company: IOWA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	90155056	EASYRX ALIGNER TRACKING SYSTEM
Serial Number:	88746442	EATS
Registration Number:	3974382	EASYRX
Registration Number:	4481679	CHIROSPRING

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

KLATHROP@PROSKAUER.COM Email:

PROSKAUER ROSE LLP **Correspondent Name:**

TRADEMARK

REEL: 007504 FRAME: 0073 900658196

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11668.488
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/23/2021

Total Attachments: 4

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TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS

November 23, 2021

THIS TERMINATION AND RELEASE OF LIEN (this "Release") is made as of November 23, 2021 by ARES CAPITAL CORPORATION, in its capacity as Collateral Agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of EASYRX, LLC and INTUISOFT TECHNOLOGIES LLC D/B/A CHIROSPRING (collectively, the "Pledgors" and, each, a "Pledgor").

WHEREAS, the Pledgors and the Collateral Agent entered into that certain Credit Agreement dated as of March 31, 2021 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the Pledgors and the Lenders from time to time party thereto and the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgors executed and delivered that certain Pledge and Security Agreement dated as of March 31, 2021 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Pledge and Security Agreement"), pursuant to which the Pledgors executed and delivered that certain Intellectual Property Security Agreement dated as of March 31, 2021, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 7238, Frame 0866, on March 31, 2021 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Pledge and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Pledgors ("Releasees"), granted to ARES CAPITAL CORPORATION, as the Collateral Agent for the benefit of the Secured Parties ("Releasor"), a Lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter dated as of November 23, 2021, entered into by the Collateral Agent and the Borrower, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Pledgors, and accordingly Releasees have requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

- 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
- 2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases,

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relinquishes and discharges all of its Lien on and security interest in the Intellectual Property Collateral, (ii) transfers and assigns to the applicable Pledgor any and all right, title and interest that the Collateral Agent may have in, to and under the Intellectual Property Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Intellectual Property Collateral and effect the release of such rights to Pledgor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Intellectual Property Collateral.

- 3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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ARES CAPITAL CORPORATION

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By:		

Name: Scott Lem

Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Applications

RECORDED: 11/23/2021

Trademark	Status	Filing Date/Registration Date	Application No./Registration No.	Owner
EASYRX ALIGNER TRACKING SYSTEM	Pending	9/2/2020	90/155,056	EasyRx, LLC
EATS	Pending	1/3/2020	88/7 46,442	EasyRx, LLC
EASYRX	Registered	10/21/2010 6/7/2011	85/15 8,351 3,974,382	EasyRx, LLC
CHIROSPRING	Registered	2/22/2012 2/11/2014	85/549,399 4,481,679	IntuiSoft Technologies LLC d/b/a ChiroSpring

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