

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICG DEBT ADMINISTRATION LLC		02/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDICAL KNOWLEDGE GROUP LLC		
Street Address:	One World Trade Center		
Internal Address:	Suite 84K		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CONISUS, LLC		
Street Address:	1255 Makers Way NW		
Internal Address:	Suite B		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	S PHASE, LLC		
Street Address:	1255 Makers Way NW		
Internal Address:	Suite B		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	VEREO COMMUNICATIONS, LLC		
Street Address:	1255 Makers Way NW		
Internal Address:	Suite B		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		

Name:	ENVISION COMMUNICATIONS I, LLC
Street Address:	1255 Makers Way NW
Internal Address:	Suite B
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30318
Entity Type:	Limited Liability Company: DELAWARE
Name:	81QD LLC
Street Address:	One World Trade Center
Internal Address:	Suite 84K
City:	New York
State/Country:	NEW YORK
Postal Code:	10007
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5195118	TARGET REACH
Registration Number:	5012326	81QD
Registration Number:	5139979	MEI MEDICAL EXCHANGE INTERNATIONAL
Registration Number:	5139980	ACUITY DATA SOLUTIONS
Registration Number:	5389090	SYNAPSE MEDICAL COMMUNICATIONS
Serial Number:	90259312	VIOLET VIDEO LEARNING PLATFORM
Serial Number:	90259316	VIOLET
Serial Number:	90259321	VIOLET
Registration Number:	6337712	SP
Registration Number:	4585384	VEREO COMMUNICATIONS
Registration Number:	4581110	VEREO COMMUNICATIONS
Registration Number:	3966520	CONISUS
Registration Number:	4074379	CONISUS
Registration Number:	3637159	ENVISION COMMUNICATIONS

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: 212-728-8000

Email: ipdept@willkie.com

Correspondent Name: Spencer Simon

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	02/03/2022
Total Attachments: 5 source=MKG - Trademark Release (2L) (002)#page1.tif source=MKG - Trademark Release (2L) (002)#page2.tif source=MKG - Trademark Release (2L) (002)#page3.tif source=MKG - Trademark Release (2L) (002)#page4.tif source=MKG - Trademark Release (2L) (002)#page5.tif	

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 1, 2022 (the “Effective Date”), is made by ICG DEBT ADMINISTRATION LLC, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of December 18, 2019, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of December 18, 2019 (the “2019 Trademark Security Agreement”) and a Trademark Security Agreement, dated as of August 27, 2021 (the “2021 Trademark Security Agreement” and together with the 2019 Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Trademark Security Agreements, each of the Grantors granted to the Agent, in its capacity as Collateral Agent, for the benefit of the Secured Creditors, a valid and continuing second priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether then existing or thereafter created or acquired: (a) all of such Grantor’s Trademark registrations and Trademark applications set forth on Schedule A hereto, (b) all renewals of the foregoing, (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark (collectively, the “Trademark Collateral”);

WHEREAS, the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 18, 2019 at Reel/Frame 6819/0585 and the 2021 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 2, 2021 at Reel/Frame 7411/0591;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in, to and under and Lien on the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

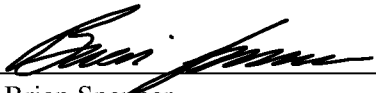
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors 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 or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**ICG DEBT ADMINISTRATION LLC, acting
in its capacity as Collateral Agent for the Note
Purchasers**

By: 
Name: Brian Spemler
Title: Authorized Person





GRANTORS:

MEDICAL KNOWLEDGE GROUP LLC
CONISUS, LLC
S PHASE, LLC
VEREO COMMUNICATIONS, LLC
ENVISION COMMUNICATIONS I, LLC
81QD LLC

SCHEDULE A

REGISTERED TRADEMARKS

Reel/Frame 6819/0585

Grantor	Country	Trademark	Registration No.	Registration Date
Medical Knowledge Group LLC	United States of America		5195118	05/02/2017
Medical Knowledge Group LLC	United States of America		5012326	08/02/2016
Medical Knowledge Group LLC	United States of America		5139979	02/14/2017
Medical Knowledge Group LLC	United States of America		5139980	02/14/2017
Medical Knowledge Group LLC	United States of America		5389090	01/30/2018

Reel/Frame 7411/0591

Grantor	Country	Trademark	Application No.	Registration No.	Registration Date
Conisus, LLC	US	VIOLET VIDEO LEARNING PLATFORM	90259312	N/A	N/A
Conisus, LLC	US	VIOLET	90259316	N/A	N/A
Conisus, LLC	US	VIOLET	90259321	N/A	N/A
S Phase, LLC	US	SP	88568780	6337712	05/04/2021
Vereo Communications, LLC	US	V VERO COMMUNICATIONS	85871060	4585384	08/12/2014

Grantor	Country	Trademark	Application No.	Registration No.	Registration Date
Vereo Communications, LLC	US	VEREO COMMUNICATIONS	85871062	4581110	08/05/2014
Conisus, LLC	US	CONISUS	76693812	3966520	08/24/2011
Conisus, LLC	US	CONISUS	76693814	4074379	12/20/2011
Envision Communications I, LLC	US	ENVISION COMMUNICATIONS	76683380	3637159	06/16/2009