

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST, as administrative agent		07/07/2022	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	THE EMMES COMPANY, LLC		
Street Address:	401 North Washington Street, Suite 700		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5538659	PRIME REVIEW BOARD SERVICES	
Registration Number:	4928691	EMMES	
Registration Number:	2226164	THE EMMES CORPORATION	
Registration Number:	2226165	THE EMMES CORPORATION	
Registration Number:	5675701	TRIALSIGHT	
Registration Number:	5643795	ADVANTAGE ECLINICAL	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	112613-0774-001		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	07/15/2022		

CH \$165.00 5538659

Total Attachments: 4

source=Release - MidCap#page1.tif

source=Release - MidCap#page2.tif

source=Release - MidCap#page3.tif

source=Release - MidCap#page4.tif

**RELEASE AND TERMINATION
OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2022 (this “Release”), is made by MidCap Financial Trust, as the administrative agent for the Lenders (in such capacity, the “Administrative Agent”), in favor of The Emmes Company, LLC, a Virginia limited liability company (the “Grantor”). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Credit Agreement or Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent are parties to that certain (i) Credit and Guaranty Agreement, dated as of March 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”) and (ii) Trademark Security Agreement, dated as of March 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademarks and the applications and registrations listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office (“USPTO”) on March 1, 2019 at reel 6584, frame 0148;

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the USPTO evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement, (b) terminate the liens and security interest in the Trademark Collateral, (c) cancel, release and relinquish and discharge its liens on and security interest in the Trademark Collateral, and (d) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Administrative Agent hereby authorizes the filing of this Release by the Grantor at the USPTO. The Administrative Agent agrees to take further actions, as reasonably requested by the Grantor, to evidence the release and termination of the Administrative Agent’s security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination of Trademark Security Agreement by its duly authorized officer as of the date first written above.

MIDCAP FINANCIAL TRUST,

as Administrative Agent

By: Apollo Capital Management, L.P., its Investment Manager

By: Apollo Capital Management GP, LLC, its General Partner

By: _____

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Release and Termination of Trademark Security Agreement]




TRADEMARK
REEL: 007789 FRAME: 0416

SCHEDULE A

Trademark Registrations/Applications

Assignment Recorded at Reel 6584, Frame 0148

REGISTERED TRADEMARKS

Grantor	Country	Mark	Registration No.	Registration Date
THE EMMES COMPANY, LLC	USA	PRIME REVIEW BOARD SERVICES	5538659	14-AUG-2018
THE EMMES COMPANY, LLC	USA		4928691	29-MAR-2016
THE EMMES COMPANY, LLC	USA		2226164	23-FEB-1999
THE EMMES COMPANY, LLC	USA		2226165	23-FEB-1999
THE EMMES COMPANY, LLC	USA	TRIALSIGHT	5675701	12-FEB-2019
THE EMMES COMPANY, LLC	USA	ADVANTAGE ECLINICAL	5643795	1-JAN-2019

TRADEMARK APPLICATIONS

None.

LICENSES

None.