

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741496

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MONROE CAPITAL MANAGEMENT ADVISORS, LLC		07/15/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Priority Ambulance, LLC		
<b>Street Address:</b>	8501 E. Princess Drive		
<b>Internal Address:</b>	Suite 195		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Ambucare, LLC		
<b>Street Address:</b>	8501 E. Princess Drive		
<b>Internal Address:</b>	Suite 195		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>Name:</b>	OnDemand Visit, Inc.		
<b>Street Address:</b>	8501 E. Princess Drive		
<b>Internal Address:</b>	Suite 195		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4736311	PRIORITY AMBULANCE	
<b>Registration Number:</b>	4260313	AMBUCARE EMERGENCY SERVICES E.M.S.	
<b>Registration Number:</b>	4175288	AMBUCARE	

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Property Type	Number	Word Mark
Registration Number:	6430279	911 TRIAGE
Registration Number:	5688114	ONDEMAND VIRTUAL VISIT
Registration Number:	5534545	ONDEMAND VISIT
Registration Number:	6668741	ONDEMAND CONSULT

**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

**Email:** KLATHROP@PROSKAUER.COM

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	50606.020
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	07/15/2022

**Total Attachments: 4**

- source=Priority - Release of Trademark Security Agreement (Executed)#page1.tif
- source=Priority - Release of Trademark Security Agreement (Executed)#page2.tif
- source=Priority - Release of Trademark Security Agreement (Executed)#page3.tif
- source=Priority - Release of Trademark Security Agreement (Executed)#page4.tif

## **RELEASE OF TRADEMARK SECURITY AGREEMENTS**

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of July 15, 2022 (this “Release”) is made by MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as administrative agent (the “Administrative Agent”) under (i) that certain Trademark Security Agreement, dated as of April 12, 2017, executed by Priority Ambulance, LLC, a Delaware limited liability company (“Priority”), in favor of the Administrative Agent, for the benefit of the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “First Trademark Security Agreement”), (ii) that certain Trademark Security Agreement, dated as of February 3, 2021, executed by Ambucare, LLC, a Georgia limited liability company (“Ambucare”), in favor of the Administrative Agent, for the benefit of the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Second Trademark Security Agreement”) and (iii) that certain Trademark Security Agreement, dated as of September 30, 2021, executed by OnDemand Visit, Inc., a California corporation (“OnDemand”; and together with Priority and Ambucare; each, a “Grantor” and collectively, the “Grantors”), in favor of the Administrative Agent, for the benefit of the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Third Trademark Security Agreement”, and together with the First Trademark Security Agreement and Second Trademark Security Agreement, each, a “Trademark Security Agreement” and collectively, the “Trademark Security Agreements”), in favor of the Grantors. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreements or the Guaranty and Collateral Agreement referenced in the Trademark Security Agreements, as applicable.

WHEREAS, pursuant to (i) the First Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on May 4, 2017 at Reel 6049, Frame 0507, (ii) the Second Trademark Security Agreement, which was recorded in the records of the USPTO on February 3, 2021 at Reel 7179, Frame 0164 and (iii) the Third Trademark Security Agreement, which was recorded in the records of the USPTO on September 30, 2021 at Reel 7438, Frame 0807, as applicable, each Grantor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, on and to all of such Grantor’s right, title and interest in the Trademark Collateral, including the United States registered trademarks and trademark applications set forth on the attached Schedule 1; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of July 14, 2022, by and among the Grantors, the Administrative Agent and certain other parties party thereto, each Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the USPTO evidencing and effecting the release, 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 and cancel the Trademark Security Agreements, (b) terminate the security interest created under each Trademark Security Agreement in the Trademark Collateral, including without limitation the United States registered trademarks and trademark applications set forth on the attached Schedule 1, (c) release

its security interest in the Trademark Collateral, (d) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Trademark Collateral, and (e) reassign, grant, and convey all rights and interests Administrative Agent may have in the Trademark Collateral to each applicable Grantor.

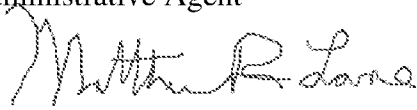
Administrative Agent agrees, at the Grantors' expense, to take all further actions, and provide to each Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as such Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Administrative Agent authorizes and requests that the Commissioner of Trademarks of the USPTO and any other applicable government officer record this Release.

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**IN WITNESS WHEREOF**, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC,**  
as Administrative Agent

By:  \_\_\_\_\_

Name: Matthew R. Lane

Title: Deputy Head of Underwriting, Direct Investments

**SCHEDULE 1**

**Trademark Collateral**

Reel 6049, Frame 0507

<b>Mark</b>	<b>Registration Number</b>	<b>Registrant</b>
PRIORITY AMBULANCE	4736311	Priority Ambulance, LLC

Reel 7179, Frame 0164

<b>Mark</b>	<b>Registration Number</b>	<b>Registrant</b>
AMBUCARE EMERGENCY SERVICES E.M.S.	4260313	Ambucare, LLC
AMBUCARE	4175288	Ambucare, LLC

Reel 7438, Frame 0807

<b>Mark</b>	<b>Registration Number</b>	<b>Registrant</b>
911 TRIAGE	6430279	OnDemand Visit, Inc.
ONDEMAND VIRTUAL VISIT	5688114	OnDemand Visit, Inc.
ONDEMAND VISIT	5534545	OnDemand Visit, Inc.
ONDEMAND CONSULT	6668741	OnDemand Visit, Inc.