

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST, as Collateral Agent		12/01/2022	Statutory Trust: DELAWARE

RECEIVING PARTY DATA

Name:	KEYSTONE PEER REVIEW ORGANIZATION, INC.
Street Address:	777 East Park Drive
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17111
Entity Type:	Corporation: PENNSYLVANIA
Name:	EQHEALTH SOLUTIONS, LLC
Street Address:	777 East Park Drive
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17111
Entity Type:	Limited Liability Company: DELAWARE
Name:	HEALTH INFORMATION DESIGNS, LLC
Street Address:	777 East Park Drive
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17111
Entity Type:	Limited Liability Company: ALABAMA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4133891	EQSUIITE
Registration Number:	4663024	EQCARE
Registration Number:	2917022	RXEXPLORER
Registration Number:	3054117	RXPART
Registration Number:	5194039	INTELLIGENT VALUE
Registration Number:	6406373	KEPRO

Property Type	Number	Word Mark
Registration Number:	4482633	KEPRO
Registration Number:	5076825	K KEPRO
Serial Number:	90667389	EQ HEALTH SOLUTIONS
Serial Number:	90667392	EQ HEALTH SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	39092.00055
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/06/2022

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of December 1, 2022, is made by MIDCAP FINANCIAL TRUST, as Collateral Agent (in such capacity, the "Agent") in favor of KEYSTONE PEER REVIEW ORGANIZATION, INC., a Pennsylvania corporation, EQHEALTH SOLUTIONS, LLC, a Delaware limited liability company, and HEALTH INFORMATION DESIGNS, LLC, an Alabama limited liability company (each, a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of January 26, 2022 (the "Trademark Security Agreement"), by the Grantors in favor of the Agent, the Grantors granted to the Agent, for the ratable benefit of certain secured parties, a security interest (the "Security Interest") in the Grantors' right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement; hereinafter, the "Trademark Collateral"), including without limitation, the Trademarks identified on Schedule I attached hereto, as collateral security for the prompt and complete payment and performance when due of certain secured obligations;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 26, 2022 at Reel/Frame 7568/0122; and

WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates and cancels the Trademark Security Agreement and terminates, cancels, releases, and discharges its Security Interest in the Grantors' right, title, and interest in, to and under the Trademark Collateral (including any Proceeds and products of such Trademark Collateral), and the Agent hereby re-assigns to Grantors any right, title or interest of the Agent in such Trademark Collateral. The Agent hereby (a) authorizes the Grantors and its successors, assigns, designees or other legal representatives, including, without limitation, Proskauer Rose LLP, Kirkland & Ellis LLP, Milbank LLP or Latham & Watkins LLP, to file this Termination and Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Agent's Security Interest in the Trademark Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Termination and Release.

2. Further Assurances. At the Grantors' sole cost and expense, the Agent agrees to execute and deliver all further releases and other documents, and to take all other actions as the Grantors may reasonably request in writing, for the purpose of obtaining the release of the Security Interest.

3. Counterparts; Facsimile or Electronic Delivery. This Termination and Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and

Release by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Termination and Release. The words “execution,” “signed,” “signature,” and words of like import in this Termination and Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

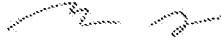
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MIDCAP FINANCIAL TRUST, as 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

SCHEDULE I

REGISTERED TRADEMARKS

Registered owner/Grantor	Trademark	Registration No. or Application No.	Status	App. Date or Reg. Date
EQHEALTH SOLUTIONS, LLC	EQSUITE	4,133,891	Registered	1-MAY-2012
EQHEALTH SOLUTIONS, LLC	EQCARE	4,663,024	Registered	30-DEC- 2013
EQHEALTH SOLUTIONS, LLC	EQ HEALTH SOLUTION S 	90/667,389	Pending	23-APR-2021
EQHEALTH SOLUTIONS, LLC	EQ HEALTH SOLUTION S 	90/667,392	Pending	23-APR-2021
Health InformationDesigns, LLC	RXEXPLORER	2,917,022	Registered	11-JAN-2005
Health InformationDesigns, LLC	RxPert	3,054,117	Registered	31-JAN-2006
Keystone Peer ReviewOrganization, Inc.	INTELLIGENT VALUE	5,194,039	Registered	02-MAY-2017
Keystone Peer ReviewOrganization, Inc.	KePRO	6,406,373	Registered	6-JULY-2021
Keystone Peer ReviewOrganization, Inc.	KEPRO	4,482,633	Registered	15-APR-2013
Keystone Peer ReviewOrganization, Inc.	K KEPRO 	5,076,825	Registered	15-FEB-2016

TRADEMARK APPLICATIONS

None.

LICENSES

None.