

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		08/31/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Tabula Rasa Healthcare, Inc.		
Street Address:	228 Strawbridge Drive		
City:	Moorestown		
State/Country:	NEW JERSEY		
Postal Code:	08057		
Entity Type:	Corporation: DELAWARE		
Name:	Tabula Rasa Healthcare Group, Inc.		
Also Known As:	f/k/a CareKinesis, Inc.		
Street Address:	228 Strawbridge Drive		
City:	Moorestown		
State/Country:	NEW JERSEY		
Postal Code:	08057		
Entity Type:	Corporation: DELAWARE		
Name:	Tabula Rasa Healthcare Group, Inc.		
Also Known As:	f/k/a SinfoniaRx, Inc.		
Street Address:	228 Strawbridge Drive		
City:	Moorestown		
State/Country:	NEW JERSEY		
Postal Code:	08057		
Entity Type:	Corporation: DELAWARE		
Name:	Tabula Rasa Healthcare Group, Inc.		
Also Known As:	f/k/a SinfoniaRx Healthcare Corporation		
Street Address:	228 Strawbridge Drive		
City:	Moorestown		
State/Country:	NEW JERSEY		
Postal Code:	08057		
Entity Type:	Corporation: DELAWARE		

CH \$540.00 87141379

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	87141379	WALLETRX
Registration Number:	4992509	MEDWISE ADVISOR
Registration Number:	4840589	TABULARASA HEALTHCARE
Registration Number:	4835975	C CAPSTONE PERFORMANCE SYSTEMS
Registration Number:	4835974	MEDLIANCE
Registration Number:	4835776	CAREVENTIONS
Registration Number:	4796862	MEDWISE ADVISOR
Registration Number:	4996915	EIRENERXCS
Registration Number:	4959787	CAREKINESIS
Registration Number:	4375002	NIARX
Registration Number:	4289151	EIRENERX
Registration Number:	4329446	MEDICATION RISK MITIGATION BY CAREKINESI
Registration Number:	3457042	JACK RUSSELL SOFTWARE
Registration Number:	5558169	COMPANIONRX
Serial Number:	86818047	RXCOMPANION
Registration Number:	4711387	SINFONÍA HEALTHCARE CORP
Registration Number:	4722742	SINFONÍA HEALTHCARE CORP
Registration Number:	5034982	SINFONÍARX
Registration Number:	5035062	SINFONÍARX
Registration Number:	5034983	SINFONÍARX MEDICATION MANAGEMENT
Registration Number:	5035151	SINFONÍARX MEDICATION MANAGEMENT RX

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-5778

Email: michelle.raynes@morganlewis.com

Correspondent Name: Michelle S. Raynes

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 000929.0058

NAME OF SUBMITTER: Michelle S. Raynes

SIGNATURE: /Michelle S. Raynes/

DATE SIGNED: 12/30/2022

Total Attachments: 4

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Western Alliance
Bank

Member FDIC

August 31, 2022

Tabula Rasa Healthcare, Inc.
CareKinesis, Inc.
SinfoniaRx, Inc.
SinfoniaRx Healthcare Corporation
228 Strawbridge Dr Suite 100
Moorestown, NJ 08057

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest (“Release”) is made as of August 31, 2022, by WESTERN ALLIANCE BANK, an Arizona corporation, as administrative agent and collateral agent for the Lenders (“Administrative Agent”) in favor of TABULA RASA HEALTHCARE, INC., a Delaware corporation, CAREKINESIS, INC., a Delaware corporation, SINFONIARX, INC., an Arizona corporation, and SINFONIARX HEALTHCARE CORPORATION, a corporation of Delaware, and the other entities identified as “Grantors” in the Loan Agreement (as defined below) (each of the foregoing entities and their respective successors and assigns (as applicable), are hereinafter referred to as a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to (a) that certain Amended and Restated Loan and Security Agreement dated as of September 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time (as applicable), the “Loan Agreement”), among Administrative Agent, the Lenders and the Grantors and (b) that certain Second Amended and Restated Intellectual Property Security Agreement dated as of September 6, 2017, between Administrative Agent and the Grantors (the “IP Security Agreement”), to secure the Obligations under the Loan Agreement, each Grantor granted to Administrative Agent on behalf of and for the benefit of the Lenders a security interest in all right, title and interest of the Grantors in the Intellectual Property Collateral, whether then existing or thereafter acquired or created, including the Trademarks listed on Exhibit B attached thereto (the “Security Interest”);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on December 15, 2020 at Reel 7134 and Frame 0520;

WHEREAS, Administrative Agent wishes to provide a document suitable for recording, in the United States Patent and Trademark Office, confirming the termination, cancellation, relinquishment, release and discharge of the Security Interest in the Intellectual Property Collateral, including the Trademarks listed on Schedule I attached hereto, and the reassignment of any and all rights in same to the Grantors.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Loan Agreement or the IP Security Agreement, as applicable.
2. Release. Administrative Agent, on behalf of itself and the Lenders, hereby acknowledges and confirms that the Grantors have satisfied all of their obligations under the Loan Agreement, and hereby acknowledges the automatic termination and cancellation of, and hereby terminates and cancels, the IP Security Agreement. Further, Administrative Agent hereby expressly releases, relinquishes, discharges, terminates and cancels the Security Interest in the Intellectual Property Collateral, including, without limitation, the Trademarks listed on Schedule I attached hereto, together with the goodwill of the business symbolized thereby, arising under the Loan Agreement or the IP Security Agreement, and any right, title or interest of Administrative Agent and/or the Lenders in the Intellectual Property Collateral shall hereby cease and become void. If and to the extent that Administrative Agent and/or any of the Lenders has acquired any right, title or interest in, to or under the Intellectual Property Collateral, Administrative 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. Further Assurances. Administrative Agent agrees to take all further actions, at the Grantors' expense, and provide to the Grantors and their 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 to more fully and effectively effectuate the purposes of this Release. Administrative Agent hereby authorizes and requests the recordation of this Release with the United States Patent and Trademark Office or any other applicable governmental authority at the expense of the Grantors.
4. Governing Law and Execution. This Release shall be governed by the laws of the State of California and shall become effective only when signed by Administrative Agent by its due execution in the space provided below.

Administrative Agent:
Western Alliance Bank, an Arizona corporation

By: PJ Embalsado
Name: Peejay Embalsado
Title: Senior Loan Servicing Officer

Enclosures

SCHEDULE I
TRADEMARKS

<u>Owner</u>	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Registration Date:</u>
Tabula Rasa Healthcare, Inc.	WALLETRX	87/141,379		
Tabula Rasa Healthcare, Inc.	MEDWISE ADVISOR (& design)		4,992,509	07/05/2016
Tabula Rasa Healthcare, Inc.	TABULARASA HEALTHCARE (& design)		4,840,589	10/27/2015
Tabula Rasa Healthcare, Inc.	C CAPSTONE PERFORMANCE SYSTEMS		4,835,975	10/20/2015
Tabula Rasa Healthcare, Inc.	MEDLIANCE (& design)		4,835,974	10/20/2015
Tabula Rasa Healthcare, Inc.	CAREVENTIONS (& design)		4,835,776	10/20/2015
Tabula Rasa Healthcare, Inc.	MEDWISE ADVISOR		4,796,862	08/18/2015
Tabula Rasa Healthcare Group, Inc.	EIRENERXCS		4,996,915	07/12/2016
Tabula Rasa Healthcare Group, Inc.	CAREKINESIS		4,959,787	05/17/2016
Tabula Rasa Healthcare Group, Inc.	NIARX		4,375,002	07/30/2013
Tabula Rasa Healthcare Group, Inc.	EIRENERX		4,289,151	02/12/2013
Tabula Rasa Healthcare Group, Inc.	MEDICATION RISK MITIGATION BY CAREKINESIS		4,329,446	04/30/2013
Tabula Rasa Healthcare Group, Inc.	JACK RUSSELL SOFTWARE COMPANY		3,457,042	07/01/2008
Tabula Rasa Healthcare Group, Inc.	COMPANIONRX (word mark)	86-817,983	5,558,169	9/11/2018

Tabula Rasa Healthcare Group, Inc.	RXCOMPANION (word mark)	86-818,047		
Tabula Rasa Healthcare Group	SINFONÍA HEALTHCARE CORP (word mark)	86-348,351	4,711,387	03/31/2015
Tabula Rasa Healthcare Group	SINFONÍA HEALTHCARE CORP (stylized logo)	86-354,142	4,722,742	04/21/2015
Tabula Rasa Healthcare Group, Inc.	SINFONIARX (word mark)	86-817,932	5,034,982	9/6/2016
Tabula Rasa Healthcare Group, Inc.	SINFONIARX (stylized logo)	86-831,704	5,035,062	9/6/2016
Tabula Rasa Healthcare Group, Inc.	SINFONIARX MEDICATION MANAGEMENT (word mark)	86-817,958	5,034,983	9/6/2016
Tabula Rasa Healthcare Group, Inc.	SINFONIARX MEDICATION MANAGEMENT (stylized logo)	86-842,307	5,035,151	9/6/2016

55 Almaden Boulevard, Ste. 100 • San Jose, CA • Phone: (408) 423-8500