

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBSTER BUSINESS CREDIT, a division of Webster Bank, N.A., as Collateral Agent		01/05/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Medusind Inc.		
Street Address:	6100 Blue Lagoon Drive		
Internal Address:	Suite 450		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	Corporation: FLORIDA		
Name:	Medusind Solutions Inc.		
Street Address:	6100 Blue Lagoon Drive		
Internal Address:	Suite 450		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4323463	BA BILAMERICA A MEDUSIND GROUP COMPANY	
Registration Number:	4837432	MEDCLARITY	
Registration Number:	4609211	SENSIBILL	
Registration Number:	5821649	MEDCLARITY	
Registration Number:	4914901	PRACTICEGENIE	
Registration Number:	3605695	SENSIBILL	
Registration Number:	4249620	BILAMERICA INC.	
Registration Number:	4249621	BILAMERICA INC.	
Registration Number:	4914902	PRACTICEGENIE	

CH \$240.00 4323463

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.

Email: rlavalle@kslaw.com
Correspondent Name: Ryan La Valle
Address Line 1: 110 N. Wacker Drive
Address Line 2: Suite 3800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Ryan La Valle
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SIGNATURE:	/Ryan La Valle/
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DATE SIGNED:	01/06/2023
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Total Attachments: 6

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “Release”) is dated as of January 5, 2023 and delivered by WEBSTER BUSINESS CREDIT, a division of Webster Bank, N.A., successor in interest to Webster Business Credit Corporation, as Collateral Agent for the ratable benefit of the Secured Parties under each Intellectual Property Security Agreement referred to below (in such capacity, “Agent”) in favor of Medusind Inc., a Florida corporation (“Medusind”), and Medusind Solutions Inc., a Delaware corporation (“Medusind Solutions”, and together with Medusind, collectively, the “Grantors” and each individually, a “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the applicable IP Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Intellectual Property Security Agreement, dated as of October 4, 2019, by Medusind in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), (ii) that certain Intellectual Property Security Agreement, dated as of October 4, 2019, by Medusind and Medusind Solutions in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), and (iii) that certain Intellectual Property Security Agreement, dated as of October 4, 2019, by Medusind Solutions in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Copyright Security Agreement” and together with the Patent Security Agreement and Trademark Security Agreement, the “IP Security Agreements” and each an “IP Security Agreement”) pursuant thereto each applicable Grantor granted to Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the Patent Collateral, Trademark Collateral or Copyright Collateral (as defined in each applicable IP Security Agreement), including without limitation those (x) Patents listed on Schedule I hereto, (y) Trademarks listed on Schedule II hereto and (z) Copyrights listed on Schedule III hereto (together with the Patents listed on Schedule I hereto and Trademarks listed on Schedule II hereto, individually and collectively, the “Intellectual Property”).

WHEREAS, pursuant to the Patent Security Agreement, a security interest in certain Patent Collateral was recorded with the United States Patent and Trademark Office on October 9, 2019, at Reel 050673 Frame 0001.

WHEREAS, pursuant to the Trademark Security Agreement, a security interest in certain Trademark Collateral was recorded with the United States Patent and Trademark Office on October 9, 2019, at Reel 6766 Frame 0757.

WHEREAS, pursuant to the Copyright Security Agreement, a security interest in certain Copyright Collateral was recorded with the United States Copyright Office on October 10, 2019 at Volume 9979 Document 188.

WHEREAS, in connection with that certain Payoff Letter dated on or around the date hereof by and among Agent, the Grantors, and certain other parties thereto, Agent on behalf of itself and the Secured Parties desires to release its security interest in and continuing lien upon the Intellectual Property.

WHEREAS, the Grantors have requested that the Agent enter into this Release in order to accomplish and evidence the termination and release of any and all right, title and interest the Agent and the Secured Parties may have in the Intellectual Property and the Agent has agreed to terminate and release its security interest and all of its right, title and interest in the Intellectual Property it or the Secured Parties may have as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, and the Grantor hereby agree as follows:

1. Release and Assignment. Agent, on behalf of itself and the Secured Parties, hereby terminates, cancels, releases, relinquishes, and discharges to the Grantors, for the benefit of the Grantors and their successors and assigns, its security interest in and lien upon the Intellectual Property and all other right, title, and interest in and to the Intellectual Property and, if and to the extent that Agent or the Secured Parties have acquired any right, title or interest in, to or under the Intellectual Property, Agent on behalf itself and the Secured Parties, hereby re-transfers, re-conveys and re-assigns such right, title or interest to Grantor (without any representation, recourse or undertaking by Agent) and hereby terminates and releases the IP Security Agreements.. Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office and United States Copyright Office to evidence and effectuate the release and termination of Agent's security interest in the Intellectual Property.
2. Further Assurances. The Agent agrees, at the Grantors' expense, to execute, promptly procure, deliver or execute to deliver to Grantors or their counsel (or other designee) (without any representation or warranty) any and all further documents or instruments and do any and all further acts which the Grantors reasonably request in order to confirm, effectuate or record this Release and Grantors' right, title and interest in and to the Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the date first written above.

WEBSTER BUSINESS CREDIT, A DIVISION OF
WEBSTER BANK, N.A., SUCCESSOR IN
INTEREST TO WEBSTER BUSINESS CREDIT
CORPORATION, as Agent

By: Christopher Savoca
Name: Christopher Savoca
Title: Director

[Signature Page to Omnibus IP Release]

TRADEMARK
REEL: 007950 FRAME: 0125

SCHEDULE I
PATENTS

Grantor	Title	Registration Number	Filing Date
Medusind Inc.	SYSTEM AND METHOD FOR MANAGING ACCOUNT RECEIVABLES	7,752,096	March 3, 2003

**SCHEDULE II
TRADEMARKS**

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
Medusind Inc.		4323463	April 23, 2013	85692239	August 01, 2012
Medusind Inc.	MEDCLARITY	4837432	October 20, 2015	86172390	January 22, 2014
Medusind Inc.	SENSIBILL	4609211	September 23, 2014	86190324	February 11, 2014
Medusind Inc.		5821649	July 30, 2019	88270911	January 22, 2019
Medusind Solutions Inc.		4914901	March 08, 2016	86461561	November 21, 2014
Medusind Inc.		3605695	April 14, 2009	77563493	September 05, 2008
Medusind Inc.		4249620	November 27, 2012	85584611	March 30, 2012
Medusind Inc.	BILAMERICA INC.	4249621	November 27, 2012	85584623	March 30, 2012
Medusind Solutions Inc.	PRACTICEGENIE	4914902	March 08, 2016	86461566	November 21, 2014

SCHEDULE III
COPYRIGHTS

Grantor	Title	Registration No.	Registration Date
Medusind Solutions Inc.	TMNDX Software	TXu001642927	March 4, 2008

Schedule III