

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		03/01/2023	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	MAXOR NATIONAL PHARMACY SERVICES, LLC		
Street Address:	2805 N. Dallas Pkwy Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Liability Company: TEXAS		
Name:	340BEYOND, LLC		
Street Address:	2805 N. Dallas Pkwy Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4841468	PICKPOINT	
Registration Number:	4844456	EXPERIENCE THE MAXORPLUS DIFFERENCE - YO	
Registration Number:	4844412	INTELE-Q	
Registration Number:	5026989	MAXRX	
Registration Number:	4317891	MAXORXPRESS	
Registration Number:	3044407	MAXOR	
Registration Number:	2866788	IV SOLUTIONS HOME INFUSION INJECTABLES S	
Registration Number:	2845026	IV SOLUTIONS	
Registration Number:	3730877	AMERICA'S PHARMACY AUDITORS RX	
Registration Number:	3748649	RESPIRATORY DISEASE NETWORK	
Registration Number:	3741749	RESPIRATORY DISEASE NETWORK	
Registration Number:	3626926	COMMUNITY HEALTH PHARMACY	
Registration Number:	3626293	COMPLIANCE COUNTS	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3537581	MAXOR CLINICAL TRACKS
Registration Number:	2111958	MAXORPLUS
Registration Number:	1927951	MAXOR PHARMACIES
Registration Number:	4135882	340BEYOND

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

ATTORNEY DOCKET NUMBER:	11964.504
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	03/01/2023

Total Attachments: 6

source=MidCap_Maxor - Release of Trademark Security Agreements [Executed]#page1.tif
source=MidCap_Maxor - Release of Trademark Security Agreements [Executed]#page2.tif
source=MidCap_Maxor - Release of Trademark Security Agreements [Executed]#page3.tif
source=MidCap_Maxor - Release of Trademark Security Agreements [Executed]#page4.tif
source=MidCap_Maxor - Release of Trademark Security Agreements [Executed]#page5.tif
source=MidCap_Maxor - Release of Trademark Security Agreements [Executed]#page6.tif

RELEASE OF TRADEMARK SECURITY AGREEMENTS

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of March 1, 2023 (this “Release”) is made by MIDCAP FINANCIAL TRUST, in its capacity as administrative agent (the “Administrative Agent”) under (i) that certain Trademark Security Agreement, dated as of November 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time prior to the date hereof, the “2017 Trademark Security Agreement”) and (ii) that certain Trademark Security Agreement, dated as of September 17, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time prior to the date hereof, the “2018 Trademark Security Agreement” and together with the 2017 Trademark Security Agreement, each, a “Trademark Security Agreement” and collectively, the “Trademark Security Agreements”), in favor of MAXOR NATIONAL PHARMACY SERVICES, LLC, a Texas limited liability company, and 340BEYOND, LLC, a Delaware limited liability company (the “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreements or the Credit Agreement referenced in the Trademark Security Agreements, as applicable.

WHEREAS, pursuant to the 2017 Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on November 27, 2017 at Reel 6213, Frame 0424 and the 2018 Trademark Security Agreement, which was recorded in the records of the USPTO on October 25, 2018 at Reel 6465, Frame 0913, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, on and to all of the Grantors’ right, title and interest in the Trademark Collateral, including the United States registered trademarks and trademark applications set forth on the attached Schedule 1 (the “Trademark Collateral”); and

WHEREAS, pursuant to that certain Payoff Letter, dated as of February 23, 2023, by and among the Grantors, the Administrative Agent, and the other parties party thereto, the Grantors have 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 the Grantor.

Administrative Agent agrees, at Grantors’ expense, to take all further actions, and provide to the Grantors and their 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 Grantors and their 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.

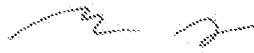
[Remainder of Page Intentionally Left Blank]

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.

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

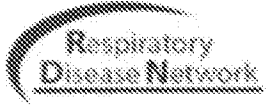

Title: Authorized Signatory

SCHEDULE 1

Trademark Collateral

REEL 6213 FRAME 0424

Grantor	Country	Mark	Registration No.	Registration Date
Maxor National Pharmacy Services, LLC	United States	PickPoint	4841468	October 27, 2015
Maxor National Pharmacy Services, LLC	United States	EXPERIENCE THE MAXOR PLUS DIFFERENCE - YOUR SOLUTION TO PHARMACY BENEFITS	4844456	November 3, 2015
Maxor National Pharmacy Services, LLC	United States	INTELE-Q	4844412	November 3, 2015
Maxor National Pharmacy Services, LLC	United States	MAXRX	5026989	August 23, 2016
Maxor National Pharmacy Services, LLC	United States	MaxorXpress	4317891	April 9, 2013
Maxor National Pharmacy Services, LLC	United States	MAXOR 	3044407	January 17, 2006
Maxor National Pharmacy Services, LLC	United States	IV SOLUTIONS HOME INFUSION INJECTABLES SPECIALTY PRODUCTS 	2866788	July 27, 2004
Maxor National Pharmacy Services, LLC	United States	IV SOLUTIONS	2845026	May 25, 2004
Maxor National Pharmacy Services, LLC	United States	AMERICA'S PHARMACY AUDITORS RX 	3730877	December 29, 2009

Maxor National Pharmacy Services, LLC	United States	RESPIRATORY DISEASE NETWORK	3748649	February 16, 2010
Maxor National Pharmacy Services, LLC	United States	RESPIRATORY DISEASE NETWORK 	3741749	January 26, 2010
Maxor National Pharmacy Services, LLC	United States	COMMUNITY HEALTH PHARMACY 	3626926	May 26, 2009
Maxor National Pharmacy Services, LLC	United States	COMPLIANCE COUNTS	3626293	May 26, 2009
Maxor National Pharmacy Services, LLC	United States	MAXOR CLINICAL TRACKS	3537581	November 25, 2008
Maxor National Pharmacy Services, LLC	United States	MAXORPLUS	2111958	November 11, 1997
Maxor National Pharmacy Services, LLC	United States	MAXOR PHARMACIES	1927951	October 17, 1995

REEL 6465 FRAME 0913

Grantor	Country	Mark	Serial No.	Reg. Number	Registration Date
340Beyond, LLC	United States	340BEYOND	77846509	4,135,882	May 1, 2012