

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796811

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6447/0266
RESUBMIT DOCUMENT ID:	900755559

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		08/31/2022	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Tabula Rasa Healthcare Group, 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:	AKA f/k/a Mediture LLC
Street Address:	228 Strawbridge Drive
City:	Moorestown
State/Country:	NEW JERSEY
Postal Code:	08057
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3214993	MEDITURE
Registration Number:	4414787	TRUCHART

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:	03/23/2023
Total Attachments: 3 source=Executed release Trademarks Sec Interest Reel 6447 Frame 266 2018#page1.tif source=Executed release Trademarks Sec Interest Reel 6447 Frame 266 2018#page2.tif source=Executed release Trademarks Sec Interest Reel 6447 Frame 266 2018#page3.tif	



Western Alliance
Bank

Member FDIC

August 31, 2022

Tabula Rasa Healthcare Group, Inc.
TRHC Holdings, LLC
Mediture, LLC
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 GROUP, INC., a Delaware corporation, TRHC HOLDINGS, LLC, a Delaware limited liability company, MEDITURE, LLC, a Minnesota limited liability company, and ECLUSIVE LLC, a Minnesota limited liability company (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 Intellectual Property Security Agreement dated as of September 28, 2018, 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 October 1, 2018 at Reel 6447 and Frame 0266;

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:

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

TRADEMARK
REEL: 008023 FRAME: 0578



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>Filing Date:</u>
Tabula Rasa Healthcare Group, Inc.	Mediture Service Mark	78710921	Reg. No. 3214993	September 12, 2005
Tabula Rasa Healthcare Group, Inc.	TruChart Service	85869815	Reg. No. 4414787	March 7, 2013
Tabula Rasa Healthcare Group, Inc.	TruChart LabConnect App (Abandoned)	78715682		September 19, 2005

Grantor owns Common law trademark rights in:

- TRUCHART LIFE,
- TRUCHART MLTC
- TRUCHART MMP
- ECLUSIVE
- MEDITURE UNIVERSITY
- **Mediture**