

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY RELEASE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUND POINT AGENCY LLC		05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IMEDX, INC.		
Street Address:	3500 Lenox Road		
Internal Address:	Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: DELAWARE		
Name:	MEDLEY OPPORTUNITY FUND II LP		
Street Address:	280 PARK AVENUE		
Internal Address:	6TH FLOOR EAST		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4972711	HUMANOLOGY	
Registration Number:	4884168	IMEDX	
Registration Number:	4884013	IMEDX	
Registration Number:	5131044	IMEDX EXPRESS	
Registration Number:	5131043	IMEDX MOBILE	
Registration Number:	5509482	IMEDX EXPRESSCODE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			

CH \$165.00 4972711

Phone: 212.848.8077
Email: Zach.frankel@shearman.com
Correspondent Name: Zach Frankel
Address Line 1: 599 Lexington Ave
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 40558-3

NAME OF SUBMITTER: Zach Frankel

SIGNATURE: /Zach Frankel/

DATE SIGNED: 05/11/2023

Total Attachments: 4

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TRADEMARK SECURITY RELEASE AGREEMENT

This TRADEMARK SECURITY RELEASE AGREEMENT is dated as of May 1, 2023 (the “*Release*”) and executed and delivered by SOUND POINT AGENCY LLC, in its capacity as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties as defined and referenced in that certain Credit Agreement, dated as of December 11, 2013 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) by and between IMEDX, INC., (the “*Grantor*”) and MEDLEY OPPORTUNITY FUND II LP (“*Medley Fund*”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the Credit Agreement, the Grantor and Medley Fund entered into that certain Trademark Security Agreement, dated as of February 27, 2018, which was recorded with the United States Patent and Trademark Office, (the “*USPTO*”) on March 2, 2018, at Reel 6305, Frame 0637 (the “*Trademark Security Agreement*”);

WHEREAS, pursuant to the terms of the Trademark Security Agreement, the Grantor mortgaged and pledged to Medley Fund for the benefit of the Secured Parties, and granted to Medley Fund for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including the Trademarks set forth on **Schedule I** attached hereto;

WHEREAS, Medley Fund and MEDLEY CAPITAL LLC (the “*Predecessor Collateral Agent*”) entered into that certain Assignment of Security Interest in Trademark Collateral, dated as of May 31, 2018, which was recorded with the USPTO on June 1, 2018, at Reel 6375, Frame 0490, pursuant to which Medley Fund assigned all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Predecessor Collateral Agent.

WHEREAS, the Predecessor Collateral Agent and the Collateral Agent entered into that certain Assignment and Assumption of Trademark Security Agreement, dated as of November 2, 2022, which was recorded with the USPTO on November 3, 2022, at Reel 7885, Frame 0387, pursuant to which the Predecessor Collateral Agent assigned, transferred and conveyed all of its right, title and interest in, to and under, and all of its responsibilities, duties and obligations in connection with the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Collateral Agent.

WHEREAS, the Collateral Agent now desires to release its security interest granted pursuant to the Trademark Security Agreement in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby covenants and agrees as follows:

SECTION 1. The Collateral Agent does hereby release and convey, without recourse, representation or warranty of any kind, all of its right, title and interest (including its security interest) in, to and under the Trademark Collateral granted pursuant to the Trademark

Security Agreement, and reassigns to the Grantor all right, title, and interest that Collateral Agent may have in, to and under the Trademark Collateral pursuant to the Trademark Security Agreement;

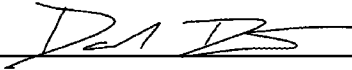
SECTION 2. The Collateral Agent agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby; and

SECTION 3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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




SOUND POINT AGENCY LLC,
as Collateral Agent

By:  _____

Name: David DeSantis

Title: Duly Authorized Signatory

Schedule I

GRANTOR	MARK	COUNTRY	REG. UMBER
IMEDX, INC.	HUMANOLOGY	US	4972711
IMEDX, INC.		US	4884168
IMEDX, INC.	IMEDX	US	4884013
IMEDX, INC.		US	5131044
IMEDX, INC.		US	5131043
IMEDX, INC.	IMEDX EXPRESSCODE	US	5509482