

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A., as Agent		08/11/2023	National Association: CANADA
RECEIVING PARTY DATA			
Name:	CODE BLUE LLC		
Street Address:	14 E. Main Street, 4th Floor		
City:	Springfield		
State/Country:	OHIO		
Postal Code:	45502		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3282974	CODEBLUE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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>			
Phone:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-288		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	08/14/2023		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (the “Release”) is made as of August 11, 2023, by BMO HARRIS BANK N.A., as Agent (“Agent”), in favor of CODE BLUE LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement referred to below, or if not defined therein, in the Security Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of September 29, 2021, by and among Agent, the other Credit Parties from time to time party thereto and Grantor (as the same may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor granted, assigned, conveyed, pledged, hypothecated and collaterally transferred to Agent, for its benefit and the benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under all of the assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located, including all then owned and thereafter acquired Trademarks (including all issuances and applications therefore), and all products and Proceeds thereof, to secure the payment and performance of all Guaranteed Obligations owing by Borrower under the Credit Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor was required to execute and deliver to Agent, for the benefit of Agent and the Secured Parties, the Trademark Security Agreement (as defined below);

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated September 29, 2021 (the “Trademark Security Agreement”), pursuant to which Grantor granted, assigned, conveyed, pledged, hypothecated and collaterally transferred to Agent, for the benefit of the Lenders and the Secured Parties a Lien upon Grantor’s right, title and interest in and to certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office (“USPTO”) on September 29, 2021 at Reel 7436 Frame 0627; and

WHEREAS, Grantor has requested that Agent release its Lien in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases, terminates and discharges its Lien (granted pursuant to the Security Agreement and the Trademark Security Agreement) upon the Grantor’s right, title and interest in and to the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or leased from or to, such Grantor (including under any trade names, styles or derivations thereof), and regardless of where located (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (whether registered or unregistered), including

any common law rights, including, without limitation, those U.S. trademark registrations and applications referred on Schedule A annexed hereto;

(b) all registrations and recordings of the foregoing, and all applications in connection therewith, including registrations, recordings and applications in the USPTO or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof;

(c) all reissues, extensions or renewals of the foregoing;

(d) all goodwill associated with or symbolized by any of the foregoing; and

(e) all Proceeds, products and rights in or to any of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, and the right to receive all proceeds and damages therefrom including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suite, now or hereafter due and/or payable with respect thereto, including, without limitation, any of the U.S. trademark registrations and applications referred to in Schedule A annexed hereto and any U.S. trademark registrations and applications issued pursuant to a trademark application referred to in Schedule A annexed hereto.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.

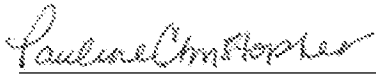
3. Agent hereby agrees, at Grantor's sole expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Liens contemplated hereby.

4. Agent hereby authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at Grantor's expense.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the day and year first above written.

BMO HARRIS BANK N.A., as Agent

By: 
Name: Pauline Christopher
Title: Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
CODEBLUE	78908364	6/14/06	3282974	8/21/07