

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement recorded at Reel 7920/Frame 0222		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balance Point Capital Partners III, L.P.		09/08/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Rendia, Inc.		
Street Address:	5901 E. Galbraith Road, Suite R1000		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5272471	RENDIA	
Registration Number:	4593202	ECHO	
Registration Number:	2658988	EYEMAGINATIONS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	74430-00007		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	09/08/2023		
Total Attachments: 4			

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of September 8, 2023, and made by BALANCE POINT CAPITAL PARTNERS III, L.P., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of RENDIA, INC., a Maryland corporation (the "Grantor").

WHEREAS, reference is made to (i) the Credit Agreement, dated as of March 8, 2021 (as amended, restated, supplemented and/or modified from time to time, including by the Joinder Agreement, the "Credit Agreement"), by and among PatientPoint Network Solutions, LLC (the "Borrower Representative"), PatientPoint Health Technologies Holdings III LLC ("Holdings"), the other Loan Parties and the Lenders from time to time party thereto and the Administrative Agent, (ii) that certain Joinder Agreement, dated as of December 2, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Joinder Agreement"); and (iii) the Guaranty and Security Agreement, dated as of March 8, 2021, in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of December 2, 2022 (the "Trademark Security Agreement"), made by the Grantor in favor of the Administrative Agent, pursuant to which Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Secured Obligations of such Grantor, mortgaged, pledged and hypothecated to Administrative Agent for the benefit of the Secured Parties, and granted to Administrative Agent for the benefit of Secured Parties, a Lien on and security interest in (collectively, the "Security Interest"), all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks and IP Licenses listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on December 5, 2022 at Reel/Frame 7920/0222; and

WHEREAS, the Grantor now desires and the Administrative Agent has agreed to terminate and release the Trademark Security Agreement and its Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks and IP Licenses listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings set forth in the Trademark Security Agreement, the Credit Agreement, or the Guaranty and Security Agreement, as applicable.

2. Release of Security Interest. The Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases, cancels and discharges its Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks and IP Licenses listed on Schedule A hereto, the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Administrative Agent in the Trademark Collateral shall hereby cease and become void. If and to the extent the Administrative Agent has acquired any right, title or interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks and IP Licenses listed on Schedule A hereto, the Administrative Agent hereby re-assigns, re-transfers and re-conveys to the Grantor such right, title and interest.

4. Recordation. The Administrative Agent authorizes the recordation of this Termination with the United States Patent and Trademark Office.


3. Governing Law. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**BALANCE POINT CAPITAL PARTNERS III,
L.P.,** as Administrative Agent

By: Balance Point Capital Managers III, LLC, its
General Partner

By: 
Name: Seth W. Alvord
Title: Managing Partner

SCHEDULE A

Trademarks

1. REGISTERED TRADEMARKS

Grantor	Country	Trademark	Reg. No.	Reg. Date	App. Date	App. Number
Rendia, Inc.	<u>U.S.</u>	RENDIA	5,272,471	August 22, 2017	June 10, 2016	87/067,432
Rendia, Inc.	<u>U.S.</u>	ECHO	4,593,202	August 26, 2014	May 23, 2011	85/327,424
Rendia, Inc.	<u>U.S.</u>	EYEMAGINATIONS	2,658,988	December 10, 2002	December 3, 2001	76/343,841

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None