

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as administrative agent		10/06/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Reventics, LLC		
Street Address:	2424 N. Federal Highway		
Internal Address:	Suite 205		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5446595	REVENTICS	
Registration Number:	5446596	R	
Registration Number:	5446597	REVENTICS A PROVIDER ENGAGEMENT COMPANY	
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>			
Phone:	2028357507		
Email:	jramos@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K St. NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	37287.00088		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	10/06/2023		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property, dated as of **October 6, 2023** (the “Release”), is made by **ARES CAPITAL CORPORATION**, in its capacity as administrative agent for the Secured Parties (the “Administrative Agent”) in favor of **REVENTICS, LLC**, a Delaware limited liability company (the “Grantor”).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of October 24, 2019, by and among OMH-HealthEdge Holdings, Inc., a Delaware corporation, Beta OMH, LLC, a Delaware limited liability company, the Subsidiary Parties from time to time party thereto, as grantors, and the Administrative Agent, as supplemented by that certain Security Agreement Joinder Agreement (Supplement No. 2), dated as of May 11, 2022, by and between the Grantor and Vasta Global US, LLC (as successor to Vasta Global, LLC) (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain related Intellectual Property Security Agreement, dated as of May 11, 2022 by the Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Security Agreement or IP Security Agreement, as applicable), the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a lien on and continuing security interest (the “Security Interest”) in and to all of its right, title or interest in, to or under: (a) all Patents, Trademarks and Copyrights of the Grantor included in the Collateral (excluding any Excluded Assets), whether then owned or at any time thereafter owned by the Grantor, or for which applications have been filed in the United States Patent and Trademark Office, including those listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized by any of the foregoing Trademarks, and (c) all causes of action arising prior to or after the date thereof for infringement of any of the foregoing Patents, Copyrights or Trademarks, or unfair competition regarding the same (collectively, the “IP Collateral”), and such IP Security Agreement was recorded with the United States Patent and Trademark Office on May 12, 2022 at Reel 7719 Frame 0436 (trademarks);

WHEREAS, the Grantor desires that the Administrative Agent release, fully discharge, terminate and cancel its security interest in the IP Collateral, including, without limitation, the Trademarks registrations and applications set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, does hereby release, fully discharge, terminate and cancel any and all of its right, title and interest (including the Security Interest) in, to and under the IP Collateral, including any and all goodwill relating to the same, and assigns, transfers and conveys to the Grantor any and all of its rights, title and interests in the IP Collateral.

The Administrative Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.

The Administrative Agent, on behalf of the Secured Parties, agrees to take all further actions to provide the Grantor 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 Grantor to more fully and effectively effectuate the purposes of this Release.

Delivery of an executed counterpart of a signature page of this Release by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Release and the words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Release shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Administrative Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: Mitchell Goldstein
Title: Authorized Signatory

Schedule I

U.S. Trademark Registrations

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Reventics, LLC	5446595	"REVENTICS"
Reventics, LLC	5446596	Stylized "R"
Reventics, LLC	5446597	"REVENTICS A PROVIDER ENGAGEMENT COMPANY"