

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI93718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One		03/13/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	Health Decisions, Inc.		
Street Address:	3800 Paramount Parkway, Suite 400		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3724768	AGILE CLINICAL RESEARCH	
Registration Number:	3882894	AGILE CLINICAL TRIAL	
Registration Number:	5522956	HEALTH DECISIONS	
Registration Number:	5127846	HEALTH DECISIONS	
Registration Number:	5266242	LIVETRIAL	
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:	2027994000		
Email:	gregory.esau@us.dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	Gregory Esau		
DATE SIGNED:	03/14/2024		
Total Attachments: 4			
source=Trademark Release 2#page1.tif			

CH \$140.00.00 77671298

source=Trademark Release 2#page2.tif
source=Trademark Release 2#page3.tif
source=Trademark Release 2#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 13th, 2024, by Capital One, National Association, in its capacity as Collateral Agent (“Secured Party”) in favor of Health Decisions, Inc., a Delaware corporation (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor and Secured Party were parties to that certain Trademark Security Agreement dated as of July 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to Secured Party, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 16, 2021, at Reel 7356, Frame 0831;

WHEREAS, the Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor;

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release Secured Party’s security interest in the Trademarks and Trademark Collateral.

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

1. Secured Party hereby releases its security interest in all of the Grantor’s right, title and interest in and to all Trademark Collateral, including, for the avoidance of doubt, the following:

(a) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement referred to in the Security Agreement) owned by the Grantor, including, without limitation, each Pledged Trademark registration and application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; and

(b) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement referred to in the Security Agreement) to which the Grantor is the licensee, including, without limitation, each Pledged Trademark License identified in Schedule A hereto; and


(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantor (including, without limitation, any Pledged Trademark identified in Schedule A hereto), and all rights and benefits of the Grantor under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule A hereto), or for injury to the goodwill associated with any of the foregoing.

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

[Signature Page Follows]

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

CAPITAL ONE, NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Name: Mason Valadez
Title: Duly Authorized Signatory

SCHEDULE A

Mark	Registration No.	Registration Date
AGILE CLINICAL RESEARCH	3724768	December 15, 2009
AGILE CLINICAL TRIAL	3882894	November 30, 2010
HEALTH DECISIONS	5522956	July 24, 2018
HEALTH DECISIONS	5127846	January 24, 2017
LIVETRIAL	5266242	August 15, 2017