

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI102432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Trademarks at Reel/Frame No. 6927/0823		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		03/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Loyale Healthcare, LLC		
Street Address:	c/o RevSpring, Inc., 1131 4th Avenue S, Ste 330		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5492811	LOYALE	
Serial Number:	87112100	LOYALE PFM	
Registration Number:	5459703	LOYALE PATIENT FINANCIAL MANAGER	
Registration Number:	5532084	EPAY HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	2138918886		
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Rhonda DeLeon		
Address Line 1:	Latham & Watkins LLP, 355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0768		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	Rhonda DeLeon		
DATE SIGNED:	03/18/2024		
Total Attachments: 4			

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of March 12, 2024, by JEFFERIES FINANCE LLC (“Jefferies”), as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of LOYALE HEALTHCARE, LLC, a Delaware limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them (whether directly or by reference to another agreement or document) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are party to that certain First Lien Security Agreement, dated as of October 11, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered that certain First Lien Intellectual Property Security Agreement Supplement, dated as of April 14, 2020 (the “Intellectual Property Security Agreement Supplement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on April 15, 2020 and at Reel/Frame 6927/0823;

WHEREAS, pursuant to the Security Agreement and the Intellectual Property Security Agreement Supplement, the Grantor granted to the Collateral Agent a security interest (the “Security Interest”) in all of its right, title and interest in and to the following (other than Excluded Property), whether then owned or thereafter acquired by the Grantor: (i) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and (iv) any and all proceeds of, collateral for, income, royalties and other payments then or thereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS, the Grantor has requested the Collateral Agent to release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, hereby (i) terminates the Intellectual Property Security Agreement Supplement with respect to the Grantor, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, together with all goodwill associated therewith, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

The Collateral Agent authorized the recordation of this Release with the USPTO at the Grantor’s expense. At the request and expense of the Grantor, the Collateral Agent hereby agrees to duly execute, acknowledge, procure an delivery any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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 Collateral Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the day and year first above written.

JEFFERIES FINANCE LLC, as Collateral Agent

By: *Peter Cucchiara*
Name: Peter Cucchiara
Title: Managing Director

SCHEDULE A

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	LOYALE	87/107172 July 18, 2016	5492811 June 12, 2018	Registered	Loyale Healthcare, LLC
2.	LOYALE PFM	87/112100 July 21, 2016		Pending	Loyale Healthcare, LLC
3.	LOYALE PATIENT FINANCIAL MANAGER	87/112106 July 21, 2016	5459703 May 1, 2018	Registered	Loyale Healthcare, LLC
4.	EPAY HEALTHCARE	87546881 July 28, 2017	5532084 July 31, 2018	Registered	Loyale Healthcare, LLC