# CH \$115.00 318

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM390280

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK, AS ADMINISTRATIVE AGENT		07/01/2016	Corporation: OHIO

#### **RECEIVING PARTY DATA**

Name:	CARDON HEALTHCARE NETWORK, LLC	
Street Address:	4185 TECHNOLOGY FOREST BLVD, STE 200	
City:	THE WOODLANDS	
State/Country:	TEXAS	
Postal Code:	77381	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	3189255	CARDON HEALTHCARE NETWORK, INC.	
Registration Number:	3946645	OUTREACH SERVICES REVENUE CYCLISTS	
Registration Number:	3328518	OPTIMA ONLINE PATIENT TRACKING AND INFOR	
Registration Number:	4323180	CARDON OUTREACH	

## CORRESPONDENCE DATA

**Fax Number:** 3129847700

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.

**Phone:** 312-372-2000

**Email:** jmikulilna@mwe.com, kwalsh@mwe.com **Correspondent Name:** Kelly Walsh, McDermott Will & Emery LLP

Address Line 1: 227 W. Monroe Street, Suite 4400 Address Line 4: Chicago, ILLINOIS 60606-5096

NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	07/05/2016

## **Total Attachments: 4**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of July 1, 2016, by FIFTH THIRD BANK, as Administrative Agent ("Administrative Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

### WITNESSETH:

WHEREAS, CARDON HEALTHCARE NETWORK, LLC, a Delaware limited liability company ("Grantor"), Administrative Agent and certain other Persons party thereto are parties to that certain Amended and Restated Guarantee and Collateral Agreement dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") and Grantor and Administrative Agent are parties to that certain Trademark Security Agreement, dated as of May 22, 2013 (the "Trademark Security Agreement, Grantor granted to Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under certain Trademarks and Trademark Collateral as security for certain obligations owing by Grantor to Administrative Agent, including, without limitation, the Trademarks described in the Trademark Security Agreement, which are set forth on Schedule A hereto and the Trademark Collateral described below;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on May 24, 2013, at Reel 5035, Frame 0220;

WHEREAS, Grantor has requested that Administrative Agent, and Administrative Agent now desires to, terminate and release its continuing security interest in in the Trademarks and 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. Administrative Agent hereby automatically and unconditionally releases and terminates its continuing security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
  - (i) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in <u>Schedule A</u> (collectively, the "Trademarks");
    - (ii) all renewals or extensions of the foregoing; and

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- (iii) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or other impairment thereof or (ii) injury to the goodwill associated with any Trademark.
- 2. Administrative Agent hereby terminates the Trademark Security Agreement and fully and finally terminates, discharges, releases, cancels, reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Administrative Agent agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Grantor to effect the release of the security interest contemplated hereby, in each case at the sole cost of Grantor, who shall promptly reimburse Administrative Agent for all costs and expenses incurred by Administrative Agent in connection with the foregoing.
- 4. Administrative Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry.

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

FIFTH THIRD BANK, as Administrative Agent

By:
Name: Jeffrey Thieman
Title: Senior Ce President

Trademark Release and Reassignment (Cardon)

# Schedule A

# Trademarks

Trademark	Registration No.	Registration Date
Cardon Healthcare Network, Inc.	3,189,255	December 26, 2006
Outreach Services Revenue Cyclists	3,946,645	April 19, 2011
Optima Online Patient Tracking and Information Management Application	3,328,518	November 6, 2007
Cardon Outreach	4,323,180	April 23, 2013

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RECORDED: 07/05/2016