

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Medical Care, Inc.		06/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sound Inpatient Physicians, Inc.		
Street Address:	1498 Pacific Avenue, Suite 400		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98402		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3379373	EXCELSIS HEALTHCARE	
Registration Number:	3452619	PATIENTS. OUR GREATEST CONCERN PHYSICIAN	
Registration Number:	3517727	SIP HOSPITALIST INSTITUTE	
Registration Number:	3500965	SIP	
Registration Number:	3523270	SOUND INPATIENT PHYSICIANS	
Registration Number:	3523272	SOUND INPATIENT PHYSICIANS	
Serial Number:	85170723	SOUND PHYSICIANS	
Serial Number:	85170720	SOUND PHYSICIANS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$215.00 3379373

DATE SIGNED:	07/02/2018
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Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June 28, 2018 (the "Effective Date"), is made by National Medical Care, Inc., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of November 21, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Notice of Grant of Security Interest in Trademarks (Term), dated as of November 21, 2014 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 21, 2014 at Reel 5406 Frame 0114;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications (the "Trademark Collateral") set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

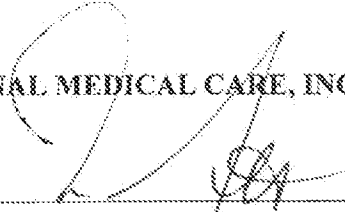
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

NATIONAL MEDICAL CARE, INC.

By: 
Name: Mark Fawcett
Title: Senior Vice President & Treasurer

GRANTOR:
Sound Inpatient Physicians, Inc.

Schedule A

**Release of Term Loan Trademark Security Interest recorded November 21, 2014 at reel/frame
5406/0114**

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
EXCELSIS HEALTHCARE	78/694,597 8/17/2005	3,379,373	Registered	Sound Inpatient Physicians Inc.
PATIENTS. OUR GREATEST CONCERN. OUR GREATEST ASSET	77/261,502 8/22/2007	3,452,619 6/24/2008	Registered	Sound Inpatient Physicians Inc.
SIP Hospitalist Institute	77/280,003 8/23/2007	3,517,727 10/14/2008	Registered	Sound Inpatient Physicians Inc.
SIP LOGO	77/262,355 8/23/2007	3,500,965 10/28/2008	Registered	Sound Inpatient Physicians Inc.
SOUND INPATIENT PHYSICIANS	77/261,427 8/22/2006	3,523,270 10/28/2008	Registered	Sound Inpatient Physicians Inc.
SOUND INPATIENT PHYSICIANS and Logo	77/261,831 8/22/2007	3,523,272	Registered	Sound Inpatient Physicians Inc.
SOUND PHYSICIANS and Logo	85/170,723 11/5/2010	N/A	Application	Sound Inpatient Physicians Inc.
SOUND PHYSICIANS	85/170,720 11/5/2010	N/A	Application	Sound Inpatient Physicians Inc.

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

National Medical Care, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 28, 2018

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sound Inpatient Physicians, Inc.

Street Address: 1498 Pacific Avenue, Suite 400

City: Tacoma

State: WA

Country: USA Zip: 98402

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-AZ
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 2, 2018
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450