

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release - Reel/Frame 7661/0554		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		01/03/2023	Bank: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Westchester Medical Group, PLLC		
Street Address:	1345 Avenue of the Americas, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Professional Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3989980	WM	
Registration Number:	4034022	WESTMED MEDICAL GROUP	
Registration Number:	4034021	W M WESTMED MEDICAL GROUP	
Registration Number:	4037630	WESTMED	
Registration Number:	4037629	WM WESTMED	
Registration Number:	3585306	WESTCHESTER MEDICAL GROUP	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1878239 C		
NAME OF SUBMITTER:	Karen S. Cottrell		

OP \$165.00 3989980

SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	01/04/2023
Total Attachments: 4 source=C #96467158v1 - (TR - WMG - RF 7661 0554)#page2.tif source=C #96467158v1 - (TR - WMG - RF 7661 0554)#page3.tif source=C #96467158v1 - (TR - WMG - RF 7661 0554)#page4.tif source=C #96467158v1 - (TR - WMG - RF 7661 0554)#page5.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS , dated as of January 3, 2023 (this “Release”), is made by **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of **WESTCHESTER MEDICAL GROUP, PLLC**, a New York professional limited liability company (the “Grantor”), as follows. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement, the Credit Agreement or the Collateral Agreement, as applicable (each as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 13, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”) among WP CITYMD HOLDCO LLC, a Delaware limited liability company (“Initial Holdings”), WP CITYMD BIDCO LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of August 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors from time to time party thereto and the Collateral Agent (together with its successors and assigns), Borrower, an Affiliate of Grantor, agreed to provide the Collateral Agent a security interest in certain collateral, including all Trademark Collateral (as defined Below).

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, Grantor and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of March 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Trademark Security Agreement”), and recorded with the U.S. Patent and Trademark Office on March 16, 2022, at Reel/Frame No. 7661/0554, pursuant to which Grantor granted to the Collateral Agent a security interest in all of Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”); and

WHEREAS, Grantor has requested that the Collateral Agent release its security interest in all right, title and interest of Grantor in, to and under in all Trademark Collateral; and

WHEREAS, the Collateral Agent now desires to terminate and release its security interest in all right, title and interest of Grantor in, to and under all Trademark Collateral as provided in this Release.

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

1. The Collateral Agent, at Grantor’s sole cost and expense, hereby absolutely, unconditionally and irrevocably terminates, cancels, discharges and releases its


security interest in all right, title and interest of Grantor in, to and under all Trademark Collateral.

2. The Collateral Agent acknowledges and agrees that the Trademark Security Agreement has been terminated.
3. The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release at Grantor's sole cost and expense, and the Collateral Agent agrees to perform all further acts and execute and deliver all further documents and/or instruments, at Grantor's sole cost and expense, that may be reasonably necessary to carry out the provisions of this Release.
4. To the extent that any other filings with any other governmental authority have been made with respect to the Trademark Collateral, the Collateral Agent will execute and deliver a reasonable release or other instrument, at Grantor's sole cost and expense, that will terminate any such filing and/or release any interests conveyed therein.
5. This Release shall be governed by and construed in accordance with the law of the State of New York.
6. This Release shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first written above.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By:  _____

Name: D. Andrew Maletta




Title: Authorized Signatory

By:  _____

Name: John Basilici

Title: Authorized Signatory

SCHEDULE I
Registered Trademarks

TRADEMARK & DESIGN	REG./SERIAL NUMBER	REG./APP. DATE	OWNER
	3989980	7/5/2011	Westchester Medical Group, PLLC
WESTMED MEDICAL GROUP	4034022	10/4/2011	Westchester Medical Group, PLLC
	4034021	10/4/2011	Westchester Medical Group, PLLC
WESTMED	4037630	10/11/2011	Westchester Medical Group, PLLC
	4037629	10/11/2011	Westchester Medical Group, PLLC
WESTCHESTER MEDICAL GROUP	3585306	3/10/2009	Westchester Medical Group, PLLC