

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		06/30/2023	statutory trust: DELAWARE
RECEIVING PARTY DATA			
Name:	GRANGER CAPITAL, LLC		
Street Address:	2380 HEALTH DRIVE SW, SUITE 210		
City:	WYOMING		
State/Country:	MICHIGAN		
Postal Code:	49519		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5525290	TRACPATCH	
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>			
Email:	trademarks@millerjohnson.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	c/o Miller Johnson, 45 Ottawa Ave SW		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	08/28/2023		
Total Attachments: 5			
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AGENCY RESIGNATION, ASSIGNMENT AND ASSUMPTION

This Agency Resignation, Assignment and Assumption is made as of June 30, 2023 (the “**Assignment Effective Date**”) by **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, with an office located at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, Suite 300, Bethesda, Maryland 20814, as “**Retiring Agent**”, and **GRANGER CAPITAL, LLC**, a Michigan limited liability, as “**Successor Agent**.”

The term “**Financing Documents**”, as used herein, shall mean (a) that certain loan agreement described on Exhibit A (the “**Loan Agreement**”) for the borrower(s) listed on Exhibit A (collectively, “**Borrower**”), and (b) all documents evidencing, securing and/or governing the indebtedness governed by the Loan Agreement, including, but not limited to, all “Financing Documents” and “Loan Documents”, as defined therein.

Retiring Agent hereby resigns as the “agent”, “administrative agent” or “collateral agent” under the Financing Documents effective upon the Assignment Effective Date, and Successor Agent hereby unconditionally and expressly accepts, assumes, confirms and agrees to perform and observe the covenants, rights, promises, agreements, terms, conditions, obligations, duties and liabilities of the “Agent”, “Administrative Agent” or “Collateral Agent” (to the extent those titles or roles were previously held by Retiring Agent) under the Financing Documents.

Each of the parties hereto hereby agrees that Retiring Agent shall have no further obligation to Borrower or other Obligor under the Financing Documents (including, without limitation, any obligation to extend credit thereto) or to any Lender under the Financing Documents, other than as Perfection Agent (as defined below). In connection with the agency succession described herein, without the need for any further action and effective immediately, (i) Successor Agent shall succeed to and become vested with all of the rights, benefits, powers and duties of Retiring Agent under the Loan Agreement and the other Financing Documents to which the Retiring Agent is a party, the terms “Agent”, “Administrative Agent” or “Collateral Agent” shall mean the Successor Agent, and Retiring Agent assigns to Successor Agent all rights to fees payable to Retiring Agent under any fee letters relating to the Loan Agreement and the other Financing Documents to which the Retiring Agent is a party, (ii) Retiring Agent’s appointment, powers and duties as “Agent,” “Administrative Agent” or “Collateral Agent” under the Loan Agreement and any other Financing Document shall terminate without any other further act or deed on the part of Retiring Agent or any other party to the Loan Agreement or such other Financing Document, (iii) the provisions of the Loan Agreement and the other Financing Documents providing for indemnities to and defense of the “Agent,” “Administrative Agent” or “Collateral Agent” shall continue to inure to Retiring Agent’s benefit, (iv) Retiring Agent authorizes Successor Agent to file any assignments or amendments of security documents that Successor Agent deems necessary or desirable to evidence Successor Agent’s succession as “Agent,” “Administrative Agent” or “Collateral Agent” under the Loan Agreement and the other Financing Documents to which the Retiring Agent is a party, and (v) each of the parties hereto agree, upon the reasonable request of Successor Agent, to take such additional actions and to execute and deliver such other documents and instruments as Successor Agent may reasonably request to effect Successor Agent’s succession as Agent under the Loan Agreement and the other Financing Documents to which the Agent is a party.

As a supplement to and in no way in limitation of the provisions above, Retiring Agent hereby assigns any and all liens and security interests in the collateral granted in the Loan Agreement and the other Financing Documents to Successor Agent, for itself and on behalf of the lenders thereunder. Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect. Without limiting the generality of the foregoing, any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the liens and security interests assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens and security interests, constitute a reference to Retiring Agent, as collateral perfection agent of Successor Agent.

Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, Retiring Agent hereby agrees, to the extent that any lien or security interest is not effectively assigned to Successor Agent as of the date hereof, to act as the collateral perfection agent ("**Perfection Agent**") for Successor Agent, as agent with respect to all liens and security interests under the Loan Agreement and the other Financing Documents for a period of 60 days following the Closing Date (it being understood and agreed that any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the liens assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens, constitute a reference to Retiring Agent as collateral agent of Successor Agent).

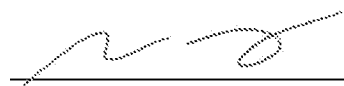
[SIGNATURES APPEAR ON FOLLOWING PAGE]

RETIRING AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By 
Name: Maurice Amsellem
Title: Authorized Signatory

SUCCESSOR AGENT:

GRANGER CAPITAL, LLC

By: _____
Name:
Title:

RETIRING AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name: Maurice Amsellem
Title: Authorized Signatory

SUCCESSOR AGENT:

GRANGER CAPITAL, LLC

By: 
Name: Gary L. Granger
Title: Managing Member

Exhibit A

1. Retiring Agent: MIDCAP FINANCIAL TRUST
2. Successor Agent: GRANGER CAPITAL, LLC
3. Borrowers: TracPatch, Health, Inc., a California corporation
4. Loan Agreement: The Credit and Security Agreement, dated as of September 13, 2021 among Borrower, the lenders from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) and Retiring Agent.