### 507221733 04/07/2022

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7268583

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

#### **CONVEYING PARTY DATA**

Name	Execution Date
SLR INVESTMENT CORP.	04/05/2022

#### **RECEIVING PARTY DATA**

Name:	SOC TELEMED, INC.
Street Address:	2411 DULLES CORNER PARK
Internal Address:	SUITE 475
City:	HERNDON
State/Country:	VIRGINIA
Postal Code:	20171-5605

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	10417383
Application Number:	16525241

#### **CORRESPONDENCE DATA**

**Fax Number:** (949)567-6710

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.

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Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 MAIN STREET, SUITE 1100 Address Line 4: IRVINE, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	47960-9
NAME OF SUBMITTER:	JULIANA GAINES
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	04/07/2022

### **Total Attachments: 8**

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#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of April 5, 2022, is made by SLR INVESTMENT CORP. (in such capacity, "Agent") in its capacity as collateral agent for the Lenders in favor of SOC TELEMED, INC., a Delaware corporation (the "Grantor"). All capitalized terms used but not defined herein shall have the respective meanings given to them (including by reference) in the Loan Agreement.

**WHEREAS**, the Grantor, the other grantors party thereto and the Agent entered into a Loan and Security Agreement, dated as of March 26, 2021 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Grantor and each domestic Subsidiary signatory thereto executed and delivered to the Agent that certain Intellectual Property Security Agreement, dated as of March 26, 2021 (the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the Loan Agreement and the Intellectual Property Security Agreement, the Grantor pledged and granted to the Agent for its benefit and for the benefit of the Lenders a security interest in all of the Grantor's right, title and interest in, to and under its intellectual property, other than Excluded Property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following (in each case, other than Excluded Property):

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <a href="Exhibit A">Exhibit A</a> attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, trade secret rights, including, without limitation, any rights to unpatented inventions, know how, and operating manuals and any and all intellectual property rights in computer software and computer software products, in each case now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor and each of its Subsidiaries connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit C attached hereto (collectively, the "<u>Trademarks</u>");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now after acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, "Mask Works");

- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

**WHEREAS,** the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on March 29, 2021 at Reel 7235, Frame 0543 and at Reel 055751, Frame 0310; and

WHEREAS, the Grantor has requested that the Agent execute and deliver this Release to evidence the release of its security interest in the Intellectual Property Collateral for recordation at the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, without any representation, warranty or recourse of any kind or nature, hereby (a) releases its security interest in the Intellectual Property Collateral, and (b) terminates the Intellectual Property Security Agreement.

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

SLR INVESTMENT CORP., as Collateral Agent

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Name: Anthony Morino Title: Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property]

# EXHIBIT A

Copyrights

None.

# EXHIBIT B

## Patents

<u>Record</u>	<u>Title</u>	Application No.	<u>Pub. No.</u>	Patent No. and Issue Date
US Federal	Remote medical evaluation	14/814,254	2016/0034657	10,417,383 Issued 9/17/19
US Federal	Remote medical evaluation heuristic – continuation-in- part of US Patent No. 10417383	16/525,241	2020/0026401	Status: Pending application
China	Remote medical evaluation	201580041464. X	CN 106716424A	December 13, 2019
PCT	Remote medical evaluation	PCT/US2015/0 42905	WO201601914 1	Status: expired

# EXHIBIT C

## Trademarks

Record	<u>Trademark</u>	Status/Key Dates	Goods/Services
US Federal	NEUROCALL  RN: 4160025  SN: 85297346	Registered 8 & 15, November 15, 2017 Int'l Class: 44 First Use: January 1, 2007 Filed: April 18, 2011 Registered: June 19, 2012	(Int'l Class: 44) 24 hour on-call medical services for treating neurological disorders
	Note: registration in the name of Neurocall Holdings, LLC		
US Federal	<u>SMARTROUNDS</u> RN: 4953713 SN: 86378606	Registered May 10, 2016 Int'l Class: 44 First Use: April 29, 2014 Filed: August 27, 2014 Registered: May 10, 2016	(Int'l Class: 44) telemedicine services
US Federal	SOC SPECIALISTS ON CALL TELEMEDICINE POWERED BY PARTNERSHIP and Design	Registered December 11, 2018  Int'l Class: 44 First Use: October, 2017 Filed: January 3, 2018	(Int'l Class: 44) telemedicine services
	RN: 5625696 SN: 87742112	Registered December 11, 2018	
US Federal	SOC TELEMED  RN: 5003780 SN: 86187577	Registered July 19, 2016 Int'l Class: 44 First Use: May 20, 2016 Filed: February 7, 2014 Registered: July 19, 2016	(Int'l Class: 44) telemedicine services

US Federal	STRONGER HOSPITALS-BETTER LIVES RN: 4600119 SN: 86080828	Registered September 9, 2014 Int'l Class: 44 First Use: June 24, 2013 Filed: October 2, 2013 Registered: September 9, 2014	(Int'l Class: 44) telemedicine services
US Federal	Access Physicians (name) RN: 5848600	Registered September 3, 2019	
US Federal	Access Physicians (logo) RN: 5783885	Registered June 18, 2018	
WIPO	SOC SPECIALISTS ON CALL Telemedicine Powered by Partnership and Design  RN: 1417664	International Registered Last Status Received: Registered July 2, 2018 Registered: July 2, 2018 Expiration Date: July 2, 2028	(Int'l Class: 44) telemedicine services.
China	SOC SPECIALISTS ON CALL Telemedicine Powered by Partnership and Design  RN: 1417664	Registered: July 2, 2018  Registered with WIPO on July 2, 2018  Statement of Grant Issued January 9, 2019	(Int'l Class: 44) telemedicine services.

EXHIBIT D	EX	$\mathbf{H}$	B	$\Gamma$	D
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Mask Works

None.

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**RECORDED: 04/07/2022**