

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REGIONS BANK		10/22/2013	BANK: ALABAMA

RECEIVING PARTY DATA

Name:	PMSI, INC.
Street Address:	175 KELSEY LANE
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33619
Entity Type:	CORPORATION: FLORIDA

Name:	TMESYS, INC.
Street Address:	175 KELSEY LANE
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33619
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2918034	ARKOS RISK MANAGEMENT
Registration Number:	3497334	ASSURANCE OF FINALITY
Registration Number:	3747096	MEDASSESS
Registration Number:	2829024	PMSI
Registration Number:	2773057	PMSI
Registration Number:	3554533	PMSI MSA
Registration Number:	3458586	VITALPOINT
Registration Number:	1806373	TMESYS

OP \$215.00 2918034

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38976
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/04/2013
Total Attachments: 6 source=38976#page1.tif source=38976#page2.tif source=38976#page3.tif source=38976#page4.tif source=38976#page5.tif source=38976#page6.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "**Termination and Release**") dated as of October ___, 2013, is made by Regions Bank, ("**Lender**"), in favor of PMSI, Inc. and TMESYS, Inc. (each a "**Grantor**" and together, the "**Grantors**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 5, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), each Grantor granted to Lender, a security interest in and lien on all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below) (the "**Security Interest**");

WHEREAS, in connection with the Loan Agreement, each Grantor executed that certain Trademark Security Agreement, dated as of December 5, 2008, in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), recorded on December 12, 2008 at Reel 3902 Frame 0301;

WHEREAS, the Grantors have requested that Lender terminate and release the security interest of Lender in the Trademark Collateral.

WHEREAS, the Grantors have satisfied and fulfilled all of their obligations to release Lender's security interest in the Trademark Collateral, and the parties seek to make record of Lender's release to the Grantors of any and all of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees with the Grantors as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement. The term "**Trademark Collateral**," as used herein, shall mean, collectively, all of the right, title and interest of each Grantor in, to and under the following, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time:

- a) all Trademarks, including the Trademarks listed on Schedule I attached hereto. "**Trademarks**" means, with respect to each Grantor, such Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, brand names, certification marks, collective marks, logos, symbols, trade dress, assumed names, fictitious names, trade names and other indicia of origin, registered service mark applications and internet domain names, and (i) all extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of such Grantor's rights corresponding thereto throughout the world;

- b) all Trademark Licenses. “**Trademark License**” means, with respect to each Grantor, such Grantor’s interest in any Trademark pursuant to a license, permit, franchise, or agreement (whether written or oral), including, without limitation, software license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement;
- c) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- d) all renewals, revivals, or extensions of the foregoing;
- e) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- f) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, or future (i) infringement or dilution of any Trademark or any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

2. Release of Security Interest. Lender hereby terminates, releases and discharges fully the security interest in all right, title or interest of the Grantors in, to and under all of the Trademark Collateral, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth on Schedule I attached hereto, and reassigns and transfers any right, title and interest that Lender may have in the Trademark Collateral to the Grantors.

3. Governing Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF GEORGIA (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Remainder of page intentionally left blank]

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

REGIONS BANK

By: Elizabeth L. Schoen
Name: Elizabeth L. Schoen
Title: Senior Vice President

[Signature Page to Termination and Release of Trademark Security Agreement]

1082850.03-NYCSR01A - MSW

TRADEMARK
REEL: 005145 FRAME: 0779

SCHEDULE I
to
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARKS

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
ARKOS RISK MANAGEMENT	U.S. Federal	78183649	11-Nov-2002	2918034	11-Jan-2005	PMSI, Inc.
ASSURANCE OF FINALITY	U.S. Federal	76669254	20-Nov-2006	3497334	02-Sep-2008	PMSI, Inc.
MEDASSESS	U.S. Federal	76668511	06-Nov-2006	3747096	09-Feb-2010	PMSI, Inc.
PMSI	U.S. Federal	76326324	17-Oct-2001	2829024	06-Apr-2004	PMSI, Inc.
PMSI	U.S. Federal	76326650	17-Oct-2001	2773057	14-Oct-2003	PMSI, Inc.
PMSI MSA	U.S. Federal	76667383	13-Oct-2006	3554533	30-Dec-2008	PMSI, Inc.
VITALPOINT	U.S. Federal	76669255	20-Nov-2006	3458586	01-Jul-2008	PMSI, Inc.
TMESYS	U.S. Federal	74359538	16-Feb-1993	1806373	23-Nov-1993	Tmesys, Inc.

ADDITIONAL RECEIVING PARTY

TMESYS, INC., a Florida Corporation, 175 Kelsey Lane, Tampa, FL 33619