

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424988

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		04/24/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SOURCE MEDICAL SOLUTIONS, INC.
Street Address:	100 Grandview Place, Suite 400
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35243
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85533038	VISION ONDEMAND
Registration Number:	3930471	SOURCEMEDICAL
Registration Number:	3794725	SOURCEADVANTAGE
Registration Number:	3478677	SOURCEMEDICAL THE FUTURE STARTS HERE.
Registration Number:	2676670	S
Registration Number:	2786950	S SOURCE MEDICAL
Registration Number:	2792350	LEARNSOURCE
Registration Number:	2792038	THERAPYSOURCE
Registration Number:	2967454	SURGISOURCE
Registration Number:	2350541	SURGISOURCE
Registration Number:	2331834	ADVANTX
Registration Number:	3080122	PRESCIENT VISION
Registration Number:	3203157	SERBIN SURGERY CENTER BILLING
Serial Number:	86891652	S SOURCEMED

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

TRADEMARK

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 04/25/2017

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of April 24, 2017 (“Effective Date”), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (together with its successors in such capacity, “Grantee”), in favor of **SOURCE MEDICAL SOLUTIONS, INC.**, a Delaware corporation, as borrower (“Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of October 10, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders identified on the signature pages thereof, Grantee, Grantor and **SM PARENT, INC.**, a Delaware corporation;

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated as of October 10, 2012, by and among certain Grantor and Grantee, was recorded with the United States Patent and Trademark Office (the “USPTO”) on October 10, 2012 at Reel 4878, Frame 0137 (the “2012 Trademark Security Agreement”), in which the Grantor granted to Grantee a security interest in all of the Grantor’s right, title and interest in and to the “Trademark Collateral” (as such term is defined in the 2012 Trademark Security Agreement, the “2012 Trademark Collateral”);

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated as of September 8, 2014, by and among Grantor and Grantee, which was recorded with the United States Patent and Trademark Office on September 8, 2014 at Reel 5358, Frame 0864 (the “2014 Trademark Security Agreement”), in which the Grantor granted to Grantee a security interest in all of the Grantor’s right, title and interest in and to the “Trademark Collateral” (as such term is defined in the 2014 Trademark Security Agreement, the “2014 Trademark Collateral”);

WHEREAS, pursuant to the Credit Agreement that certain Amendment Number Two to Trademark Security Agreement, dated as of March 30, 2016, by and among Grantor and Grantee, was recorded with the USPTO on March 31, 2016 at Reel 5762, Frame 0285 (the “Amendment Number Two”) (Amendment Number Two, together with the 2012 Trademark Security Agreement and 2014 Trademark Security Agreement, the “Trademark Security Agreements”) in which the Grantor granted to Grantee a security interest in all of the Grantor’s right, title and interest in and to the “Additional Trademark Collateral” (as such term is defined in Amendment Number Two) (the Additional Trademark Collateral, together with the 2012 Trademark Collateral and 2014 Trademark Collateral, the “Collateral”); and

WHEREAS, Grantee now desires to release its security interest in the Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

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

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest and pledge in the Collateral granted pursuant to the Trademark Security Agreements, and reassigns to Grantor all right, title, and interest of Grantee in the Collateral pursuant to the Trademark Security Agreements.
2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary

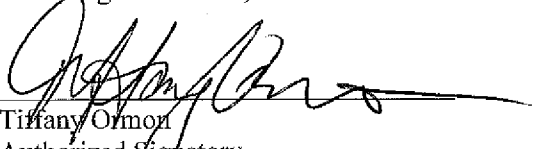
to effect the release of the security interest in the Collateral contemplated hereby. Grantee hereby authorizes the Grantor and any of its respective designees to file this Release with the United States Patent and Trademark Office.

3. This Release shall be subject to the provisions regarding choice of law and venue, jury trial waiver, and judicial reference set forth in Section 25 of the Guaranty and Security Agreement (as defined in the 2012 Trademark Security Agreement), and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

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

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
a national banking association, as Grantee

By: 
Name: Tiffany Ormon
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE (SOURCE
MEDICAL SOLUTIONS)]

**TRADEMARK
REEL: 006042 FRAME: 0777**

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

Grantor	Mark	Serial No./Reg. No.	Filing Date/Reg. Date
SOURCE MEDICAL SOLUTIONS, INC.	VISION ONDEMAND	85/533038	2/3/2012
SOURCE MEDICAL SOLUTIONS, INC.	SOURCEMEDICAL*	3930471	03/15/2011
SOURCE MEDICAL SOLUTIONS, INC.	SOURCEADVANTAGE*	3794725	05/25/2010
SOURCE MEDICAL SOLUTIONS, INC.	SOURCEMEDICAL THE FUTURE STARTS HERE. (DESIGN)*	3478677	08/05/2008
SOURCE MEDICAL SOLUTIONS, INC.	S (AND DESIGN)	2676670	01/21/2003
SOURCE MEDICAL SOLUTIONS, INC.	S SOURCE MEDICAL*	2786950	11/25/2003
SOURCE MEDICAL SOLUTIONS, INC.	LEARNSOURCE*	2792350	12/09/2003
SOURCE MEDICAL SOLUTIONS, INC.	THERAPYSOURCE*	2792038	12/09/2003
SOURCE MEDICAL SOLUTIONS, INC.	SURGISOURCE	2967454	07/12/2005
SOURCE MEDICAL SOLUTIONS, INC.	SURGISOURCE	2350541	5/16/2000
SOURCE MEDICAL SOLUTIONS, INC.	ADVANTX*	2331834	03/21/2000
SOURCE MEDICAL SOLUTIONS, INC.	PRESCIENT VISION*	3080122	4/11/2006

Grantor	Mark	Serial No./Reg. No.	Filing Date/Reg. Date
SOURCE MEDICAL SOLUTIONS, INC.	SERBIN SURGERY CENTER BILLING	3203157	1/23/2007
SOURCE MEDICAL SOLUTIONS, INC.	S SOURCEMED	86891652 / -	