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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM546375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		10/22/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Navicure, Inc.	
Street Address:	2055 Sugarloaf Circle	
Internal Address:	Suite 600	
City:	Duluth	
State/Country:	GEORGIA	
Postal Code:	30097	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2580376	NAVICURE
Registration Number:	3549979	NAVICURE
Registration Number:	3755403	NAVICURE
Registration Number:	4330545	3-RING
Serial Number:	87510760	GREENLIGHT
Serial Number:	87415270	NAVICURE

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	057121-0143
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru

DATE SIGNED:	10/23/2019
Total Attachments: 4	
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS, dated as of October 22, 2019 (this "Release"), is made by ANTARES CAPITAL LP, as collateral agent for the benefit of the Secured Parties ("Collateral Agent"), in favor of NAVICURE, INC., a Delaware corporation and ZIRMED, INC., a Delaware corporation (each, a "Grantor," and collectively, the "Grantors"). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

WITNESSETH

WHEREAS, Grantors and the Collateral Agent, among others, are parties to that certain Second Lien Security Agreement dated as of November 1, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain Second Lien Grant of Security Interest in Trademarks, dated as of November 1, 2017 (the "**Trademark Security Agreement**"), which was recorded with the United States Patent and Trademark Office on November 13, 2017, at Reel/Frame No. 6203/0978 (with respect to Navicure, Inc.), and on February 14, 2018, at Reel/Frame No. 6275/0271 (with respect to ZirMed, Inc.);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due of the Obligations, a lien on and security interest in all of such Grantor's right, title and interest in, to and under the following, except for any Excluded Property: (i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by such Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto (the "Trademark Collateral"); and

WHEREAS, the Grantors have requested the Collateral Agent to, and the Collateral Agent now desires to, terminate, relinquish, cancel, discharge and release any and all of its liens on and security interests in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without recourse, representation, warranty, promise, undertaking, statement or assurance of any kind or nature, and at the Grantors' sole cost and expense, hereby terminates, relinquishes, cancels, discharges and releases its liens on and security interests in the Trademark Collateral, and hereby reassigns to each Grantor any and all right, title or interest the Collateral Agent may have in the Trademark Collateral of such Grantor.

The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release at the Grantors' sole cost and expense.

THIS RELEASE SHALL BE GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature page follows]

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

ANTARES CAPITAL LP,

as Collateral Agent

By:

Name: Lofton Spencer

Title: Duly Authorized Signatory

[Signature Page to Release of Second Lien Security Interest in Trademarks]

SCHEDULE A TO RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

Navicure, Inc.:

Mark	Application	Application	Registration	Registration
· · · · · · · · · · · · · · · · · · ·	Number	Dute	Number	Date
NAVICURE	78/025,544	09/12/2000	2,580,376	06/11/2002
<i>⊗navic</i> ure	77/468,865	05/08/2008	3,549,979	12/23/2008
NAVICURE	77/468,071	05/07/2008	3,755,403	03/02/2010
3-RING	85/574,553	03/20/2012	4,330,545	05/07/2013
GREENLIGHT	87/510760	06/29/2017	N/A	N/A
NAVICURE	87/415270	04/18/2017	N/A	N/A

ZirMed Inc.:

Mark	Application Number	Application Date	Registration Number	Registration Date
INNOVATING	85/958,931	06/13/2013	4,500,824	03/25/2014
CONNECTED				
HEALTHCARE				
ZIRMED	78/367,758	02/13/2004	3,353,227	12/11/2007
ZIRMED	78/976,456	02/13/2004	3,024,821	12/06/2005
ZIRMED	86/034,018	08/09/2013	4,498,014	03/18/2014

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RECORDED: 10/23/2019