### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM671850

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of Trademark Security Interests

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/01/2021	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	PatientKeeper, Inc.
Street Address:	One Park Plaza
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3999347	PK
Registration Number:	2567019	PATIENTKEEPER
Registration Number:	5629494	
Registration Number:	6097148	CHARGE RESCUE
Registration Number:	6298016	PATIENTKEEPER

### **CORRESPONDENCE DATA**

Fax Number: 8009144240

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: 8007130755

james.murray@wolterskluwer.com Email:

**CT** Corporation **Correspondent Name:** 

4400 Easton Commons Way Address Line 1:

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/01/2021

**Total Attachments: 5** 



# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
	Additional names, addresses, or citizenship attached?
Bank of America, N.A.	Name: PatientKeeper, Inc.
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other Bank Citizenship (see guidelines) USA Additional names of conveying parties attached? ☐ Yes ☒ No  3. Nature of conveyance/Execution Date(s):	Street Address: One Park Plaza  City: Nashville  State: TN  Country: USA Zip: 37203  Individual(s) Citizenship
Execution Date(s) September 1, 2021	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship Delaware, USA
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic
Other Release of Trademark Sescurity Interests	representative designation is attached: Yes No (Designations must be a separate document from assignment)
A. Trademark Application No.(s)  Text  C. Identification or Description of Trademark(s) (and Filing I	B. Trademark Registration No.(s) see attached Schedule A  Additional sheet(s) attached? X Yes No  No  Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Doris Ka - Senior Paralegal (Intellectual Property)	6. Total number of applications and registrations involved:
Internal Address: Cahill Gordon & Reindel LLP	<b>7. Total fee</b> (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 32 Old Slip	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3569	Deposit Account Number
Docket Number: HCA (08061.0945 / 08061.1747)	
Email Address: dka@cahill.com	Authorized User Name
9. Signature: Doris Ka	September 1, 2021
Signature	Date
Doris Ka	
Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), is made as of September 1, 2021, by Bank of America, N.A. ("Bank of America"), as collateral agent for the First Lien Secured Parties under the security agreement referenced below (in such capacity, the "Collateral Agent"), in favor of PatientKeeper, Inc. (the "Grantor") with respect to the Trademarks (as defined below).

### WITNESSETH:

WHEREAS, Grantor is a party to the First Lien Security Agreement dated as of November 17, 2006 in favor of the Collateral Agent (together with all amendments, modifications and supplements, if any, from time to time thereafter made thereto, the "<u>First Lien Security Agreement</u>");

WHEREAS, pursuant to the First Lien Security Agreement, the Collateral Agent and Grantor entered into a Grant of Security Interest in Trademark Rights on November 9, 2015, which was recorded with the U.S. Patent and Trademark Office (the "<u>USPTO</u>") on November 10, 2015, which was at Reel 5665 Frame 0641, a Grant of Security Interest in Trademark Rights on December 21, 2018, which was recorded with the USPTO on December 21, 2018, which was at Reel 6508 Frame 0319 and a Grant of Security Interest in Trademark Rights on August 17, 2020, which was recorded with the USPTO on August 24, 2020, which was at Reel 7032 Frame 0037 (collectively, the "Trademark Security Agreements");

WHEREAS, pursuant to the Trademark Security Agreements, the Collateral Agent received security interests in all of Grantor's rights, titles and interests in to and under all of its then currently owned or thereafter acquired United States trademarks, registrations of trademarks and applications for registration and all goodwill of the business connected with the use of and symbolized by the foregoing, including, without limitation, those United States trademark registrations and applications for trademark registrations set forth on Schedule A hereto (hereinafter all of the foregoing trademarks, trademark registrations and applications for trademark registrations together with the goodwill of the business connected with the use of and symbolized by the foregoing, collectively, the "Trademarks");

WHEREAS, the Collateral Agent desires to release any and all security interests, and any other lien, arising under the Trademark Security Agreements in and to the Trademarks to Grantor.

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

- 1. The Collateral Agent hereby, without representation or warranty of any kind, absolutely, unconditionally and irrevocably releases, terminates and forever discharges each security interest in the Trademarks that was granted to the Collateral Agent under the Trademark Security Agreements, and any and all other security interests or liens that the Collateral Agent or its successors and assigns (in their respective capacity as Collateral Agent) may have in or to the Trademarks under the Trademark Security Agreements.
- 2. The Collateral Agent acknowledges and agrees that the Trademark Security Agreements are hereby terminated.
- The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademarks. Bank of America agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release, all at Grantor's reasonable request and at the sole cost and expense of Grantor.
- 4. This Release shall be governed by and construed in accordance with the law of the State of New York

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

BANK OF AMERICA, N.A., as Collateral Agent

By

Name: Liliana Claar

Title: Vice President
Date: August 31, 2021

### **SCHEDULE A**

# United States Trademark Registrations and Applications

# **REEL FRAME: 5665/0641**

No.	Trademark	Registration No.	Registration Date	Application No.	Filing Date	Owner
	PK	3999347	19-Jul-11	85028350	3-	PatientKeeper,
1.					May-	Inc.
					10	
	PATIENTKEEPER	2567019	7-May-02	76164027	13-	PatientKeeper,
2.					Nov-	Inc.
					00	

# **REEL FRAME: 6508/0319**

N	o. Trademark	Registration No.	Registration Date	Application No.	Filing Date	Owner
3.	(B)	5629494	11-Dec-18	87810621	25- Feb- 18	PatientKeeper, Inc.

## **REEL FRAME: 7032/0037**

No.	Trademark	Registration No.	Registration Date	Application No.	Filing Date	Owner
4.	CHARGE RESCUE	6097148	7-Jul-20	88160438	18- Oct- 18	PatientKeeper, Inc.
5.	PATIENTKEEPER	6298016	23-Mar-21	88721943	10- Dec- 19	PatientKeeper, Inc.

[Schedule A to Release of Security Interest in Trademarks]

**RECORDED: 09/01/2021**