

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/03/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	eRx Network Holdings, Inc.		
Street Address:	9900 Bren Road East		
Internal Address:	c/o UnitedHealth Group Incorporated		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: DELAWARE		
Name:	eRX Network, LLC		
Street Address:	9900 Bren Road East		
Internal Address:	c/o UnitedHealth Group Incorporated		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	PDX, Inc.		
Street Address:	9900 Bren Road East		
Internal Address:	c/o UnitedHealth Group Incorporated		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: TEXAS		
Name:	National Health Information Network, Inc.		
Street Address:	9900 Bren Road East		
Internal Address:	c/o UnitedHealth Group Incorporated		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: TEXAS		

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TRADEMARK
REEL: 007871 FRAME: 0883

OP \$740.00 5687746

Name:	Freedom Data Systems, Inc.
Street Address:	9900 Bren Road East
Internal Address:	c/o UnitedHealth Group Incorporated
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	Corporation: NEW HAMPSHIRE
Name:	National Decision Support Company, LLC
Street Address:	9900 Bren Road East
Internal Address:	c/o UnitedHealth Group Incorporated
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	Limited Liability Company: DELAWARE
Name:	HCI Acquisition Corp.
Street Address:	9900 Bren Road East
Internal Address:	c/o UnitedHealth Group Incorporated
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	5687746	ERX ASSIST
Registration Number:	5699438	ERX NETWORK
Registration Number:	2886947	ERX NETWORK
Serial Number:	88598269	ENVOY DX
Registration Number:	5931993	PDX
Registration Number:	5931845	PDX
Registration Number:	5931850	PDX
Registration Number:	5931859	PDX
Registration Number:	5825677	PROTECT RX
Registration Number:	5580783	TURN RX
Registration Number:	5717338	EXPLORE DX
Registration Number:	3795889	RAPIDFILL
Registration Number:	2862407	PDX
Registration Number:	3204249	AUTOFILL
Registration Number:	3204250	AUTOMAIL

Property Type	Number	Word Mark
Registration Number:	5610670	ACTUAL RX
Registration Number:	3892927	ABSOLUTE AR
Registration Number:	3892929	ACQUIRE RX
Registration Number:	3899558	ASSIST RX
Registration Number:	3892930	ACHIEVE RX
Registration Number:	3416501	NATIONAL HEALTH INFORMATION NETWORK
Registration Number:	2211774	NHIN
Registration Number:	2239530	NATIONAL HEALTH INFORMATION NETWORK NHIN
Registration Number:	3984472	PRO/POS LITE
Registration Number:	3206513	PRO/POS
Registration Number:	2165882	PRO/SHOP
Registration Number:	1308406	FREEDOM DATA SYSTEMS, INC.
Registration Number:	5229084	NDSC CARESELECT
Registration Number:	2525500	HLINK

CORRESPONDENCE DATA

Fax Number: 2122919868

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) 558-4229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 017093.00038 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 10/05/2022

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”), dated as of October 3, 2022 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of eRx Network Holdings, Inc., a Delaware corporation, eRX Network, LLC, a Delaware limited liability company, PDX, Inc., a Texas corporation, National Health Information Network, Inc., a Texas corporation, Freedom Data Systems, Inc., a New Hampshire corporation, National Decision Support Company, LLC, a Delaware limited liability company and HCI Acquisition Corp., a New York corporation (each individually, a “Grantor”, and collectively, the “Grantors”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Security Agreement, dated as of March 1, 2017, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain Collateral, including Trademarks;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of July 20, 2020 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 21, 2020 at Reel/Frame 7004/0057, pursuant to which each Grantor pledged and granted to the Agent a lien on and security interest in and to all of its right, title and interest in, to and under all registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor listed on Schedule 1 attached hereto, in each case, excluding any Excluded Assets (collectively, the “Trademark Collateral”); and

WHEREAS, the Agent wishes to release, discharge, terminate and cancel all liens and security interests created by the Trademark Security Agreement in and to the Trademark Collateral, restore all right, title and interest in and to the Trademark Collateral to the Grantors and terminate the Trademark Security Agreement.

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

1. Release. The Agent hereby irrevocably releases, discharges, terminates and cancels any and all liens and security interests it has in and to the Trademark Collateral, arising under the Security Agreement and the Trademark Security Agreement, and any right, title or interest of the Agent in the Trademark Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, as applicable, the Agent, without representation or warranty of any kind, hereby irrevocably transfers, conveys and assigns such right, title or interest to the Grantors.

2. Termination. The Agent hereby irrevocably terminates and cancels the Trademark Security Agreement.

3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably


requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

4. Governing Law. This Release, and all disputes between the parties under or relating to this Release, shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

5. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Release. This Release may be in the form of an Electronic Record (as defined in 15 USC §7006, as it may be amended from time to time) and may be executed using Electronic Signatures (as defined in 15 USC §7006, as it may be amended from time to time) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties hereto of a manually signed paper counterpart to this Release which has been converted into electronic form (such as scanned into PDF format), or an electronically signed counterpart to this Release converted into another format, for transmission, delivery and/or retention.

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

**BANK OF AMERICA, N.A., acting in its
capacity as Agent for the Lenders**

By:  _____




Name:


Aamir Saleem
Vice President

Title:

SCHEDULE 1

Release of Trademark Security Agreement recorded 07/21/2020 at Reel 7004 / Frame 0057

#	Trademark	Status	App. No. / Reg. No.	Owner
1.	ERX ASSIST	Registered	87/652,657 5687746	ERX Network, LLC
2.	 Network	Registered	87/356,631 5699438	ERX Network, LLC
3.	ERX NETWORK	Registered	76/273,395 2886947	ERX Network Holdings, Inc.
4.	EMDEON PRESCRIP	Registered	639354	ERX Network, L.L.C.
5.	ENVOY DX	Pending	88/598,269	PDX, Inc.
6.		Registered	88/456,737 5931993	PDX, Inc.
7.	PDX	Registered	88/452,734 5931845	PDX, Inc.
8.		Registered	88/452,859 5931850	PDX, Inc.
9.	PDX	Registered	88/453,008 5931859	PDX, Inc.
10.	PROTECT RX	Registered	88/231,962 5825677	PDX, Inc.
11.	TURN RX	Registered	87/841,512 5580783	PDX, Inc.
12.	EXPLORE DX	Registered	87/793,808 5717338	PDX, Inc.
13.	RAPIDFILL	Registered	76/662,290 3795889	PDX, Inc.
14.	PDX	Registered	76/535,625 2862407	PDX, Inc.
15.	AUTOFILL	Registered	56/390,543 3204249	PDX, Inc.
16.	AUTOMAIL	Registered	76/390,544 3204250	PDX, Inc.
17.	PDX	Registered	879979 TMA522515	PDX, Inc.
18.	ACTUAL RX	Registered	87/845,239 5610670	National Health Information Network, Inc.
19.	ABSOLUTE AR	Registered	85/002,032 3892927	National Health Information Network, Inc.

20.	ACQUIRE RX	Registered	85/002,064 3892929	National Health Information Network, Inc.
21.	ASSIST RX	Registered	85/002,096 3899558	National Health Information Network, Inc.
22.	ACHIEVE RX	Registered	85/002,113 3892930	National Health Information Network, Inc.
23.	NATIONAL HEALTH INFORMATION NETWORK	Registered	76/646,392 3416501	National Health Information Network, Inc.
24.	NHIN	Registered	75/275,777 2211774	National Health Information Network, Inc.
25.		Registered	75/275,778 2239530	National Health Information Network, Inc.
26.	PRO/POS LITE	Registered	85/129,267 3984472	Freedom Data Systems, Inc.
27.	PRO/POS	Registered	76/591,304 3206513	Freedom Data Systems, Inc.
28.	PRO/SHOP	Registered	75/309,813 2165882	Freedom Data Systems, Inc.
29.	FREEDOM DATA SYSTEMS, INC.	Registered	73/414,840 1308406	Freedom Data Systems, Inc.
30.	NDSC CARESELECT	Registered	86/945,417 5229084	National Decision Support Company
31.	HLINK	Registered	75/539,408 2525500	HCI Acquisition Corp.