

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FP CP I (Cayman), L.P.		02/02/2021	Exempted Limited Partnership (Elp): CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	ZocDoc, Inc.		
Street Address:	569 Broadway, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86398549	CLEAR PRICE	
Registration Number:	5622887	GET WELL SOONER	
Registration Number:	4379865		
Registration Number:	4387480		
Registration Number:	4487200		
Registration Number:	3408771	ZOCDOC	
Serial Number:	86398505	ZOCDOC CLEAR PRICE	
Registration Number:	4308016	ZOCSTAR	
Registration Number:	4863002	GET BETTER BETTER	
Registration Number:	5099000	·Z·	
Registration Number:	5103475	·Z·	
Registration Number:	5098999	·Z·	
Registration Number:	5098998	ZOCDOC	
Serial Number:	87883721	RIGHT DOCTOR, RIGHT NOW	
Serial Number:	87189678	UN SICK DAY	
Serial Number:	87189669	UNSICK DAY	
Serial Number:	88113759	UN SICK DAY	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street, N.W.

Address Line 2: Robert S. Strauss Tower

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	David C. Lee
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SIGNATURE:	/David C. Lee/
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DATE SIGNED:	02/02/2021
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Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of February 2, 2021 (“Release”), is made by FP CP I (Cayman), L.P., a Cayman Islands exempted limited partnership, as Administrative Agent (the “Administrative Agent”) in favor of ZocDoc, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of March 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and that certain Pledge and Security Agreement dated as of March 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor and the Administrative Agent, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute that certain Intellectual Property Security Agreement, dated as of March 18, 2019, by and between the Grantor and the Administrative Agent (the “IP Security Agreement”) for recording with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the IP Security Agreement was recorded with the USPTO on March 18, 2019, at Reel: 048624, Frame: 0798 and at Reel: 6593, Frame: 0778; and

WHEREAS, as confirmed through that certain Payoff Letter, dated as of February 2, 2021, all obligations of the Grantor under the Credit Agreement have been satisfied in full and, in connection therewith, the Administrative Agent has released its security interest in the Intellectual Property Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable.

SECTION 2. Termination and Release. The Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation, warranty, or recourse of any kind, hereby:

(a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, the Grantor’s intellectual property to the extent constituting Collateral (as defined in the Security Agreement), including, but not limited to, the foregoing listed on Schedule A attached hereto (the “Intellectual Property Collateral”), granted pursuant to the Security Agreement or the IP Security Agreement, and any right, title or interest of the Administrative Agent in such Intellectual Property Collateral shall hereby cease and become void. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Intellectual Property Collateral, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation or warranty of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signatures on following page]

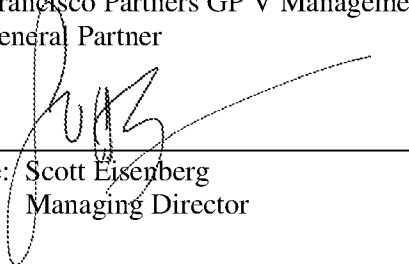
IN WITNESS WHEREOF, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Administrative Agent:

FP CPI (CAYMAN), L.P.

By: Francisco Partners GP V, L.P.
Its: General Partner

By: Francisco Partners GP V Management, LLC
Its: General Partner

By: 
Name: Scott Eisenberg
Title: Managing Director

Schedule A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CLEAR PRICE	86/398,549	09/18/2014
GET WELL SOONER	5,622,887	12/4/2018
MISCELLANEOUS DESIGN (Classic Pose)	4,379,865	08/06/2013
MISCELLANEOUS DESIGN (Waist Up)	4,387,480	08/20/2013
MISCELLANEOUS DESIGN (ZocStar)	4,487,200	02/25/2014
ZOCDOC	3,408,771	04/08/2008
ZOCDOC CLEAR PRICE	86/398,505	09/18/2014
ZOCSTAR	4,308,016	03/26/2013
GET BETTER BETTER	4,863,002	12/01/2015
Stylized Z with 2 dots logo	5,099,000	12/13/2016
Stylized Z with 2 dots neutral	5,103,475	12/20/2016
Stylized Z with 2 dots and oval shaped background (color)	5,098,999	12/13/2016
Zocdoc (with Capital Z)	5,098,998	12/13/2016
RIGHT DOCTOR, RIGHT NOW	87883721	4/19/2018
UN SICK DAY	87189678	9/30/2016
UNSICK DAY	87189669	9/30/2016
UN SICK DAY	88113759	9/12/2018

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Data synchronization for booking of healthcare appointments across practice groups	8,688,466	04/01/2014
Method and apparatus for managing physician profile and healthcare appointment services	12/722,728	03/12/2010
System and method for accessing healthcare appointments from multiple disparate sources	14/059,957	10/22/2013
(Z002-7014) AGGREGATOR SYSTEM FOR ENABLING ONLINE ACCESS TO ENCOUNTER DATA FROM MULTIPLE DISPARATE SOURCE	15/222,094	07/28/2016
METHOD AND APPARATUS FOR GUIDING PATIENTS TOWARD HEALTHCARE GOALS	15/660,001	07/26/2017
SYSTEM AND METHOD FOR ACCESSING HEALTHCARE APPOINTMENTS FROM MULTIPLE DISPARATE SOURCES	15/618,629	06/09/2017
METHOD AND APPARATUS FOR MANAGING PHYSICIAN REFERRALS	15/858,451	12/29/2017

