

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5637082

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CITIBANK, N.A.	07/25/2019
RECEIVING PARTY DATA	
Name:	PRESS GANEY ASSOCIATES, INC.
Street Address:	404 COLUMBIA PLACE
City:	SOUTH BEND
State/Country:	INDIANA
Postal Code:	46601
Name:	EMERALD INTERMEDIATE, INC.
Street Address:	1114 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Name:	PRESS GANEY HOLDINGS, INC.
Street Address:	404 COLUMBIA PLACE
City:	SOUTH BEND
State/Country:	INDIANA
Postal Code:	46601
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9141757
Patent Number:	8543412
Patent Number:	8666777
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>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.</i>	
Phone:	202.370.4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
PATENT	

Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1111845 PAT A2
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NAME OF SUBMITTER:	RACHAEL HALL
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SIGNATURE:	/Rachael Hall/
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DATE SIGNED:	07/25/2019
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of July 25, 2019 (the “Effective Date”), is made by Citibank, N.A., as administrative agent for the Secured Parties (the “Agent”), in favor of Emerald Intermediate, Inc., Press Ganey Holdings, Inc. and Press Ganey Associates, Inc. (collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of October 21, 2016 (the “Security Agreement”), made by the Grantors and the Subsidiary Parties from time to time party thereto in favor of the Agent, the Grantors granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Patent Security Agreement, dated as of October 21, 2016 (the “Patent Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on November 9, 2016 at Reel/Frame 040581/0454;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Patents, including but not limited to the patents and patent licenses set forth in Schedule I attached hereto, arising under the Security Agreement and the Patent Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Patents under the Patent Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Patent Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors 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, to more fully and effectively effectuate the purposes of this Release.
5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors acknowledge that this Release is and

shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.

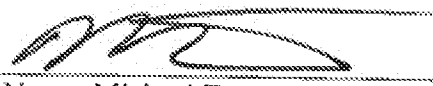
6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

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

CITIBANK, N.A.
as Administrative Agent

By: 

Name: Michael Tortora

Title: Managing Director & Vice President

[Signature page to Release of Security Interests in Patents]

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PATENT
REEL: 049864 FRAME: 0294

GRANTORS:

EMERALD INTERMEDIATE, INC.

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Treasurer

PRESS GANEY HOLDINGS, INC.

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Chief Financial Officer

PRESS GANEY ASSOCIATES, INC.

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Chief Financial Officer

SCHEDULE I

PATENTS

PATENT	PATENT NO.	ISSUE DATE	OWNER
PERFORMANCE DATA USER INTERFACE	9141757	09/22/2015	Press Ganey Associates, Inc.
WEB-BASED DATA SUBMISSION FOR NURSING QUALITY INDICATORS	8543412	9/24/2013	Press Ganey Associates, Inc.
WEB-BASED DATA SUBMISSION FOR NURSING QUALITY INDICATORS	8666777	3/4/2014	Press Ganey Associates, Inc.