505590281 07/25/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5637081

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	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

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:** 202.370.4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

505590281 REEL: 049864 FRAME: 0297

<u>PATENT</u>

Address Line 2: Address Line 4:	COGENCY GLOBAL INC. WASHINGTON, D.C. 20005			
ATTORNEY DOCKET NUMBER	1111845 PAT A1			
NAME OF SUBMITTER:	RACHAEL HALL			
SIGNATURE:	/Rachael Hall/			
DATE SIGNED:	07/25/2019			
Total Attachments: 5				
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PATENT REEL: 049864 FRAME: 0298

#### 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 Credit Suisse AG, Cayman Islands Branch, 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 First 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 First 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 040581/0440;

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

- 1. <u>Defined Terms</u>. 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. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Patent Security Agreement.
- 4. <u>Further Assurances</u>. 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. <u>Counterparts</u>. 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

PATENT REEL: 049864 FRAME: 0299 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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]

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

as Administrative Agent

By:

Name: Mikhail Faybusovich Title: Anthorized Signatory

Ву:

Name: Komal Shah

Title: Authorized Signatory

[Signature page to Release of Security Interests in Patents]

### **GRANTORS:**

# EMERALD INTERMEDIATE, INC.

By: Rame: Breht T. Feight

Title: Treasurer

## PRESS GANEY HOLDINGS, INC.

By: Shame: Breht T. Feight

Title: Chief Financial Officer

# PRESS GANEY ASSOCIATES, INC.

By:

Name:

Title: Chief Financial Officer

REEL: 049864 FRAME: 0302

# SCHEDULE I

## **PATENTS**

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

[[5215514]]

**RECORDED: 07/25/2019** 

PATENT REEL: 049864 FRAME: 0303