

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 3639/0329		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Collateral Agent		02/26/2016	banking corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	ComPsych Employee Assistance Programs, Inc.		
Street Address:	455 N. Cityfront Plaza Drive		
Internal Address:	NBC Tower		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77122493	WORKPULSE	
Registration Number:	3474551	RNSOURCE	
Serial Number:	77049496	HEALTHCHAMPION	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	65894-30020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	02/29/2016		
Total Attachments: 6			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 26, 2016 (the “Effective Date”), is made by UBS AG, STAMFORD BRANCH, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of February 17, 2006, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of February 17, 2006 (the “First Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 21, 2006 at Reel/Frame 3250/0943;

WHEREAS, pursuant to the Security Agreement, ComPsych Employee Assistance Programs, Inc. executed and delivered a Trademark Security Agreement, dated as of July 16, 2007 (the “Second Trademark Security Agreement” and together with the First Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office; and

WHEREAS, the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 12, 2007 at Reel/Frame 3639/0329;

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 applicable Trademark 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 the trademark registrations and applications set forth Schedule A attached hereto (the “Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreements, and hereby assigns, transfers, and conveys to the Grantors any and all right, title or interest in, or to, the Trademark Collateral that the Agent may hold.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its 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 Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

**UBS AG, STAMFORD BRANCH, acting in
its capacity as Collateral Agent for the Lenders**



By: _____

Name: Darlene Arias

Title: Director



By: _____

Name: Craig Pearson

Title: Associate Director

Signature Page to Release of Security Interest in Trademarks

**TRADEMARK
REEL: 005742 FRAME: 0244**

GRANTORS:

ComPsych Employee Assistance Programs, Inc.
Comprehensive Psychological Centers, Inc.
ComPsych International, Inc.
LawPoint Corporation
FinancialPoint Corporation

SCHEDULE A

U.S. Trademark Registrations and Applications:

First Trademark Security Agreement at Reel/Frame: 3250/0934

MARK	COMPANY	STATUS	DATE	SERIAL #/ Reg. No.
Benefit Enhance	ComPsych Employee Assistance Programs, Inc.	Registered	1/22/2002	75812098
ComPsych	ComPsych Employee Assistance Programs, Inc.	Renewed	1/29/1991	1633547
ComPsych	ComPsych Employee Assistance Programs, Inc.	Registered	7/10/2001	2467675
Comp. Psych. Centers	ComPsych Psychological Centers, Inc.	Renewed	1/17/2001	73774506
FamilySource	ComPsych Employee Assistance Programs, Inc.	Renewed	12/24/1996	2026110
FinancialConnect	ComPsych Employee Assistance Programs, Inc.	Registered	8/19/2003	2753318
FinancialPoint	FinancialPoint Corporation	Renewed	3/30/1999	2236163
GlobalConnect	ComPsych International, Inc.	Registered	7/31/2001	2474170
Guidance Resources	ComPsych Employee Assistance Programs, Inc.	Registered	9/3/2002	75604238
Imagine the best, now...	ComPsych Employee Assistance Programs, Inc.	Registered	10/3/2000	75597043
LawPoint	LawPoint Corporation	Renewed	6/30/1998	2170329
LegalConnect	ComPsych Employee Assistance Programs, Inc.	Renewed	6/23/1998	2167111
Moving Forward	ComPsych Employee Assistance Programs, Inc.	Registered	12/26/2000	75590133
Over Delivering on every...	ComPsych Employee Assistance Programs, Inc.	Registered	7/3/2001	75604239
ServiceConnect	ComPsych Employee Assistance Programs, Inc.	Registered	8/1/2000	75590924
The Guidance Resource Co.	ComPsych Employee Assistance Programs, Inc.	Registered	6/11/2002	75644026 2579202
FMLASource	ComPsych Employee Assistance Programs, Inc.	Registered	4/2/2002	2555596
your life your work your best	ComPsych Employee Assistance Programs, Inc.	Filed	4/5/2004	78396448
EstateGuidance	ComPsych Employee Assistance Programs, Inc.	Filed	4/4/2006	3077920
IDResources	ComPsych Employee Assistance Programs, Inc.	Filed	5/6/2008	3424940
HealthyGuidance	ComPsych Employee Assistance Programs, Inc.	Filed	12/5/2006	3182077
Wellness-Connect	ComPsych Employee Assistance	Registered	5/30/2002	2565929

**Execution Version
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MARK	COMPANY	STATUS	DATE	SERIAL #/ Reg. No.
	Programs, Inc.			
(Design Only)	ComPsych Employee Assistance Programs, Inc.	Renewed	6/10/2001	1609428

Second Trademark Security Agreement at Reel/Frame: 3639/0329

MARK	COMPANY	STATUS	DATE	SERIAL #/ Reg. No.
WORKPULSE	ComPsych Employee Assistance Programs, Inc.	Filed	3/5/2007	77122493
RNSource	ComPsych Employee Assistance Programs, Inc.	Filed	7/29/2008	3474551
Health Champion	ComPsych Employee Assistance Programs, Inc.	Filed	11/22/2006	77049496