

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		10/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Connance, Inc.		
Street Address:	200 West Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5296899	WHOLE-PATIENT INSIGHT	
Registration Number:	3954484	CONNANCE AGENCY MANAGER	
Registration Number:	3957274	CONNANCE SCORING	
Registration Number:	3961168	CONNANCE EVI	
Registration Number:	3735696	CONNANCE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	885 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	057121-0143		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/23/2019		

OP \$140.00 5296899

Total Attachments: 4

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**RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARK**

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK**, dated as of October 22, 2019 (this “**Release**”), is made by **ANTARES CAPITAL LP**, as collateral agent for the benefit of the Secured Parties (“**Collateral Agent**”), in favor of **CONNANCE, INC.**, a Delaware corporation (“**Grantor**”). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

WITNESSETH

WHEREAS, Grantor and the Collateral Agent, among others, are parties to that certain Second Lien Security Agreement dated as of November 1, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered that certain Second Lien Grant of Security Interest in Trademark, dated as of December 21, 2018 (the “**Trademark Security Agreement**”), which was recorded with the United States Patent and Trademark Office on January 9, 2019, at Reel/Frame No. 6520/0400;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due of the Obligations, a lien on and security interest in all of Grantor’s right, title and interest in, to and under the following, except for any Excluded Property: (i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by such Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto (the “**Trademark Collateral**”); and

WHEREAS, Grantor has requested the Collateral Agent to, and the Collateral Agent now desires to, terminate, relinquish, cancel, discharge and release any and all of its liens on and security interests in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without recourse, representation, warranty, promise, undertaking, statement or assurance of any kind or nature, and at the Grantor’s sole cost and expense, hereby terminates, relinquishes,

cancels, discharges and releases its liens on and security interests in the Trademark Collateral, and hereby reassigns to the Grantor any and all right, title or interest the Collateral Agent may have in the Trademark Collateral.

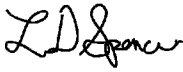
The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release at the Grantor's sole cost and expense.

THIS RELEASE SHALL BE GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer as of the date first written above.

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Lofton Spencer
Title: Duly Authorized Signatory

[Signature Page to Release of Second Lien Security Interest in Trademark]

TRADEMARK
REEL: 006778 FRAME: 0014

**SCHEDULE A
TO
RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARK**

U.S. Trademarks Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
WHOLE-PATIENT INSIGHT	86685714	7/7/2015	5296899	9/26/2017
CONNANCE AGENCY MANAGER	85118712	8/30/2010	3954484	5/3/2011
CONNANCE SCORING	85118741	8/30/2010	3957274	5/10/2011
CONNANCE EVI	85118754	8/30/2010	3961168	5/17/2011
CONNANCE	77456184	4/23/2008	3735696	1/12/2010