

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Interest filed on Reel/Frame 4624/0730 and Reel/Frame 5661/0937		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Agent		03/10/2016	a national banking association:
RECEIVING PARTY DATA			
Name:	EXAMINATION MANAGEMENT SERVICES, INC.		
Street Address:	15333 N. Pima Road, Suite 330		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86655422	ICS MERRILL	
Serial Number:	76322517	SMARTPARTNER	
Serial Number:	77639016	SMARTPARTNER	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	EMSI - 19475.015005		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	03/10/2016		
Total Attachments: 4			

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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

THIS PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST, dated as of March 10, 2016, is executed by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), in favor of EXAMINATION MANAGEMENT SERVICES, INC., a Nevada corporation (“EMSI”).

A. To secure the payment, performance, and observance of the obligations described in that certain Credit Agreement, dated as of July 1, 2009 and executed by EMSI and the other entities party thereto as Assignors in favor of Agent (as amended, the “2011 Credit Agreement”), EMSI granted to Agent a security interest pursuant to that certain Trademark Collateral Security and Pledge Agreement, dated as of August 1, 2011 and executed by EMSI as Assignor in favor of Agent and recorded with the United States Patent and Trademark Office on September 16, 2011 at Reel/Frame: 4624/0730 (the “2011 Trademark Security Agreement”). Agent wishes to release and restore to EMSI all right, title and interest in, and dissolve those security interests and liens on, and conditional assignments of, the following collateral (the “2011 Released Trademark Collateral”): the specific Trademarks (as that term is defined in the 2011 Trademark Security Agreement) and corresponding Trademark Registrations (as that term is defined in the 2011 Trademark Security Agreement) (the “2011 Released Trademarks”), the Trademark Rights (as that term is defined in the 2011 Trademark Security Agreement) in respect of any 2011 Released Trademark, the Related Assets (as that term is defined in the 2011 Trademark Security Agreement) in respect of any 2011 Released Trademark, the Trademark License Rights (as that term is defined in the 2011 Trademark Security Agreement) in respect of any 2011 Released Trademark, and the Associated Goodwill (as that term is defined in the 2011 Trademark Security Agreement) in respect of any 2011 Released Trademark, and all accessions to, substitutions for, replacements of and all products and proceeds of any and all of the foregoing;

B. To secure the payment, performance, and observance of the Secured Obligations (as that term is defined in that certain Guaranty and Security Agreement dated as of November 3, 2015 and executed by EMSI and the other entities party thereto as Grantors in favor of Agent), (the “Guaranty and Security Agreement”), EMSI granted to Agent a security interest pursuant to that certain Trademark Security Agreement dated as of November 3, 2015 executed by EMSI and the other entities party thereto as Grantors in favor of Agent and recorded with the United States Patent and Trademark Office on November 5, 2015 at Reel/Frame: 5661/0937 (the “Trademark Security Agreement”). Agent wishes to release and restore to EMSI all right, title and interest in, and dissolve those liens and encumbrances created by the Trademark Security Agreement, and the Guaranty and Security Agreement solely with respect to, the following collateral (together with the 2011 Released Trademark Collateral, the “Released Trademark Collateral”): the specific Trademarks (as that term is defined in the Guaranty and Security Agreement) and corresponding registrations and applications set forth on Schedule I attached hereto (the “Released Trademarks”), all goodwill of the business connected with the use of, and symbolized by, each Released Trademark and each Trademark Intellectual Property License (as defined in the Trademark Security Agreement) in respect of any Released Trademark, and all products and proceeds of the foregoing, including any claim by EMSI against third parties for

past, present or future (i) infringement or dilution of any Released Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Released Trademark, or (iii) right to receive license fees, royalties, and other compensation in respect of any Released Trademark.

C. Further, the Security Agreement (as that term is defined in the 2011 Credit Agreement) and Guaranty and Security Agreement remain (and, following the foregoing release in respect of the Released Trademarks, shall remain) in full force and effect as among Agent and EMSI, and all liens and security interests granted by EMSI in and to the Pledged Trademarks (as that term is defined in the 2011 Trademark Security Agreement) and Trademarks (as that term is defined in the Guaranty and Security Agreement) (in each case other than the Released Trademark Collateral) shall remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Agent does hereby terminate the security interest in, lien on, and conditional assignment of the Released Trademark Collateral.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Partial Release of Trademark Security Interest to be executed as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: Lloyd Van Dyke II
Name: Lloyd Van Dyke II
Title: Its Authorized Signatory

Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
ICS Merrill	U.S.	86/655,422 6/08/2015	N/A	Examination Management Services, Inc.
SMARTPARTNER	U.S.	76/322,517 10/05/2001	2,664,534 12/17/2002	Examination Management Services, Inc.
SMARTPARTNER	U.S.	77/639,016 12/23/2008	3,650,883 7/07/2009	Examination Management Services, Inc.