

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC		05/01/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	APS Healthcare Bethesda, Inc.
Street Address:	777 East Park Drive
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17111
Entity Type:	Corporation: IOWA
Name:	Keystone Peer Review Organization, Inc.
Street Address:	777 East Park Drive
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17111
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3113414	HEALTHY TOGETHER
Serial Number:	86907711	INTELLIGENT VALUE
Registration Number:	3885092	KEPRO
Registration Number:	4482633	KEPRO
Registration Number:	5076825	K KEPRO

CORRESPONDENCE DATA

Fax Number: 8004947512

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@nationalcorp.com

Correspondent Name: Joanna McCall

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F169903 1st lien

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 05/01/2017

Total Attachments: 4

source=#89621265v1 - (Kepro First Lien Trademark Release Filing)#page3.tif
source=#89621265v1 - (Kepro First Lien Trademark Release Filing)#page4.tif
source=#89621265v1 - (Kepro First Lien Trademark Release Filing)#page5.tif
source=#89621265v1 - (Kepro First Lien Trademark Release Filing)#page6.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN) dated as of May 1, 2017 (this "Release") is made by Healthcare Financial Solutions, LLC, for itself and in its capacity as Administrative Agent (the "Administrative Agent"), for the benefit of the Grantors (as defined below).

WHEREAS, on or about December 28, 2016, pursuant to that certain First Lien Trademark Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement) in favor of the Administrative Agent, APS Healthcare Bethesda, Inc. and Keystone Peer Review Organization, Inc. (collectively, the "Grantors" and each individually a "Grantor"), pledged and granted to the Administrative Agent for itself and the benefit of certain secured parties, a security interest in all of each Grantor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, each such Trademark described in Schedule A, which security interest was recorded in the records of the United States Patent & Trademark Office at Reel 5953/Frame 0704 on December 30, 2016.

WHEREAS, the Administrative Agent has agreed to: (i) irrevocably release and terminate in its entirety its security interest in, to and under, and discharge, quit claim and relinquish unto the Grantors (in each case without recourse and without any representation or warranty) all right, title and interest it has in, to and under, the Trademark Collateral; (ii) restore all right, title and interest in, to and under the Trademark Collateral to the Grantors; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement, the Security Agreement or otherwise.

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

1. The Administrative Agent hereby (i) irrevocably releases and terminates in its entirety its security interest in, to and under, and discharges, quit claims and relinquishes unto the Grantors (in each case without recourse and without any representation or warranty) all right, title and interest it has in, to and under, the Trademark Collateral; (ii) restores all right, title and interest in, to and under the Trademark Collateral to the Grantors; and (iii) terminates the Trademark Security Agreement and dissolves any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement, the Security Agreement or otherwise.
2. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks record this Release.
3. The Administrative Agent shall, at the expense of the Grantors, execute and deliver to the Grantors such documents as each such Grantor shall reasonably request to evidence the release of the security interest granted in any Trademark Collateral.

4. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Healthcare Financial Solutions, LLC, as Administrative Agent

By: M-L C

Name: MATTHEW CORRADO

Title: Duly Authorized Signatory

Release of Security Interest in Trademarks (First Lien)

TRADEMARK
REEL: 006046 FRAME: 0674

Schedule A

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Mark	Application/ Registration No.	App/Reg Date
APS Healthcare Bethesda, Inc.	HEALTHY TOGETHER	3113414	10-NOV-2003
Keystone Peer Review Organization, Inc.	INTELLIGENT VALUE	86907711	15-FEB-2016
Keystone Peer Review Organization, Inc.	KePRO	3885092	17-NOV-2009
Keystone Peer Review Organization, Inc.	KEPRO	4482633	15-APR-2013
Keystone Peer Review Organization, Inc.	K KEPRO	5076825	15-FEB-2016

TRADEMARK LICENSES

None.

Release of Security Interest in Trademarks (First Lien)

#89581139v3
#89581139v4