

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		05/03/2017	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	TRICORE, INC.		
Street Address:	3 INDEPENDENCE WAY		
City:	PRINCETON		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3878599	TRICORE	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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>			
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Thompson Hine LLP		
Address Line 1:	10050 Innovation Drive		
Address Line 2:	Suite 400		
Address Line 4:	Dayton, OHIO 45342		
NAME OF SUBMITTER:	Ashley L. Pecora		
SIGNATURE:	/Ashley L. Pecora/		
DATE SIGNED:	05/04/2017		
Total Attachments: 3			
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OP \$40.00 3878599

RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(Senior Debt)

THIS RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (“Release”), dated as of May 3, 2017 is made by **FIFTH THIRD BANK**, an Ohio banking corporation (for itself and as agent for each affiliate of Fifth Third Bancorp) (collectively, “Secured Party”), and is as follows:

WHEREAS, TRICORE, INC., a New Jersey corporation (“Debtor”), and Secured Party are parties to that certain Amended and Restated Trademark Security Agreement, dated as of February 21, 2014, which was recorded with the United States Patent and Trademark Office on March 6, 2014 in its records at Reel 5232, Frame 0248 (the “Agreement”); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of each Debtor’s right, title and interest in and to all of its Trademark Collateral, including, without limitation: (a) all of each Debtor’s right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of each Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the Trademark Licenses; and (g) together in each case with the goodwill of each Debtor’s business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral solely as granted under the Agreement solely as granted under the Agreement.

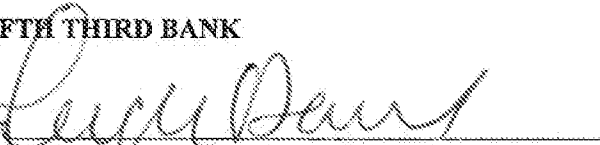
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By



Leigh Deal, Vice President

SIGNATURE PAGE TO
RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRICORE, INC.)

TRADEMARK
REEL: 006049 FRAME: 0591

SCHEDULE I
TRADEMARKS

U.S. Federally-Registered Trademarks

Trademark	Registration Number	Registration Date
TRICORE	3,878,599	11-23-2010

Internationally Registered Trademarks

None

Common-law Trade Names and Trademarks

Tricore KnowledgeSeries™

Tricore Interactive

Educate.Influence.Motivate

Flash Technology for creation of eLearning programs

HTML5 technology for creation of mLearning for mobile delivery

Tricore Carebook

Trademark License Rights

None