# OP \$40.00 3878599

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM426290

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

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.

**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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TRADEMARK 900404867 REEL: 006050 FRAME: 0044

### RELEASE OF TRADEMARK SECURITY AGREEMENT

(Senior Subordinated Debt)

THIS RELEASE OF 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 ("<u>Debtor</u>"), and Secured Party are parties to that certain Trademark Security Agreement, dated as of April 16, 2013, which was recorded with the United States Patent and Trademark Office on May 17, 2013 in its records at Reel 5030, Frame 0264 (the "<u>Agreement</u>"); 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]

TRADEMARK
REEL: 006050 FRAME: 0045

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

FIFTH TITTED BANK

By

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

> TRADEMARK REEL: 006050 FRAME: 0046

### **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

5/61/2017 27238677

TRADEMARK
RECORDED: 05/04/2017 REEL: 006050 FRAME: 0047