

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464954

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Second Lien Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Royal Bank of Canada | | 03/08/2018 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Genex Services, LLC | | |
| Street Address: | 440 Swedesford Road, Suite 1000 | | |
| City: | Wayne | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19087 | | |
| Entity Type: | Limited Liability Company: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4450773 | AFFILIATE ALLIANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 03/09/2018 | | |
| Total Attachments: 5 | | | |
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| source=11. Genex -Trademark Release (Second Lien TM 5495_0172)#page2.tif | | | |
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OP \$40.00 4450773

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Royal Bank of Canada

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 8, 2018

- Assignment
- Security Agreement
- Other Release of Second Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Genex Services, LLC

Street Address: 440 Swedesford Road, Suite 1000

City: Wayne

State: PA

Country: USA Zip: 19087

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC-PA Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

4450773

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

March 8, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 8, 2018 (the “Effective Date”), is made by Royal Bank of Canada, in its capacity as collateral agent (the “Collateral Agent”), in favor of Genex Services, LLC (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of May 30, 2014 by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Intellectual Property Security Agreement, dated as of April 6, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office, pursuant to which the Grantor granted the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the Collateral, including the registered Trademarks, and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (collectively, the “Trademark Collateral”;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 9, 2015 at Reel/Frame 5495/0172;

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby absolutely, unconditionally and irrevocably releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under or granted pursuant to the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby absolutely, unconditionally and irrevocably re-transfers, re-conveys and re-assigns all such right, title and interest to the Grantor.

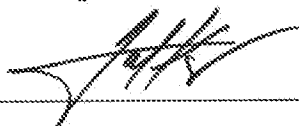
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Royal Bank of Canada, in its capacity
as Collateral Agent**

By:  _____

Name: **Rodica Dutka**
Manager, Agency

Title:

TRADEMARK

REEL: 006288 FRAME: 0411

Schedule A

United States Trademark Registrations and Trademark Applications

| Trademark No. | Registration Date | Mark |
|----------------------|--------------------------|--------------------|
| 4450773 | 12/17/2013 | AFFILIATE ALLIANCE |