

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM500279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAE NO.: 6304/0732		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		11/30/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NEISHLOSS & FLEMING, LLC		
Street Address:	2275 Swallow Hill Road		
Internal Address:	Building 300 and 400		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15220		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5233898	FOCUS SENIOR BENEFITS	
Registration Number:	5233899	FOCUS SENIOR BENEFITS, INC	
Registration Number:	4606470	READY-AGENT	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	26180-14		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/30/2018		

CH \$90.00 5233898

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2018, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for certain secured parties (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, NEISHLOSS & FLEMING, LLC, a Pennsylvania limited liability company ("Pledgor"), and Collateral Agent were parties to that certain Trademark Security Agreement dated as of March 30, 2018 (the "Security Agreement") pursuant to which Pledgor granted a security interest to Collateral Agent in certain Trademark Collateral (as defined below) as security for certain obligations owing by Pledgor to Collateral Agent, including the trademark registrations and applications set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 2, 2018, at Reel 6304, Frame 0732 to 0739;

WHEREAS, Pledgor has requested that Collateral Agent terminate and release its security interest in and liens on the Trademark Collateral and reassign any and all rights in the same to Pledgor; and

WHEREAS, Pledgor has satisfied and fulfilled all of its obligations to release the Collateral Agent's security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby terminates, releases and discharges its continuing security interest in and liens on Pledgor's entire right, title and interest in and to any collateral in respect of which a security interest was granted to Collateral Agent under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the "Trademark Collateral"):

(i) each trademark registration and application listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and application; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of each such trademark registration and application, or (b) injury to the goodwill associated with each such trademark registration and application.

2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademark Collateral.

3. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation,

construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

4. This Trademark Release and Reassignment may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Jeffrey Rose
Title: Vice President

Trademark Release and Reassignment

TRADEMARK
REEL: 006492 FRAME: 0333

SCHEDULE A

1. Registered Trademarks

Mark	Registration No.	Owner
FOCUS SENIOR BENEFITS (Standard Character Mark)	5233898	NEISHLOSS & FLEMING, LLC
FOCUS SENIOR BENEFITS, INC. (Design Plus Words, Letters, and/or Numbers)	5233899	NEISHLOSS & FLEMING, LLC
READY-AGENT	4606470	NEISHLOSS & FLEMING, LLC

2. Trademark Applications

None.