

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500273

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6304/0713		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		11/30/2018	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEISHLOSS & FLEMING, LLC		
<b>Street Address:</b>	2275 Swallow Hill Road		
<b>Internal Address:</b>	Building 300 and 400		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15220		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5233898	FOCUS SENIOR BENEFITS	
<b>Registration Number:</b>	5233899	FOCUS SENIOR BENEFITS, INC	
<b>Registration Number:</b>	4606470	READY-AGENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		
<b>Address Line 1:</b>	Kirkland & Ellis, LLP		
<b>Address Line 2:</b>	555 California Street, Suite 2700		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	26180-14		
<b>NAME OF SUBMITTER:</b>	Maria Banda		
<b>SIGNATURE:</b>	/Maria Banda/		
<b>DATE SIGNED:</b>	11/30/2018		

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**Total Attachments: 4**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2018, by ANTARES CAPITAL LP, as Administrative Agent for certain lenders and as Collateral Agent for certain secured parties (in such capacities, the "Secured Party"). 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 Secured Party 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 Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Pledgor to Secured Party, including the Trademarks 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 0713 to 0720;

WHEREAS, Pledgor has requested that Secured Party terminate and release its security interest in and liens on the Trademarks and 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 Secured Party's security interest in the Trademarks and Trademark Collateral.

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

1. Secured Party 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 Secured Party 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 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; 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, or (b) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and 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, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**ANTARES CAPITAL LP**

By: *Danielle Attaie*  
Name: Danielle Attaie  
Title: Duly Authorized Signatory

**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.