

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROOKSIDE MEZZANINE FUND III, L.P.		04/02/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Human Arc Corporation		
Street Address:	1457 East 40th Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44103		
Entity Type:	Corporation: OHIO		
Name:	Centauri Health Solutions, Inc.		
Street Address:	6263 N. Scottsdale Road		
Internal Address:	Suite 142		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85250		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3248093	HUMANARC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012605-0000		
NAME OF SUBMITTER:	Daniel L. Scales		

OP \$40.00 3248093

SIGNATURE:	/daniel l. scales/
DATE SIGNED:	04/10/2019
Total Attachments: 4 source=Centauri - Brookside - Trademark Security Agreement Termination_HA#page1.tif source=Centauri - Brookside - Trademark Security Agreement Termination_HA#page2.tif source=Centauri - Brookside - Trademark Security Agreement Termination_HA#page3.tif source=Centauri - Brookside - Trademark Security Agreement Termination_HA#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN
TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of April 2, 2019, by BROOKSIDE MEZZANINE FUND III, L.P., in its capacity as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders under the Credit Agreement (each as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), among Centauri Health Solutions, Inc., a Delaware corporation (the "Borrower"), Human Arc Corporation, an Ohio corporation ("Human Arc"), the other Loan Parties named therein, the lenders party thereto (the "Lenders") and the Agent;

WHEREAS, pursuant to the Trademark Security Agreement dated as of January 31, 2017 (the "Original Trademark Security Agreement"), a lien on and security interest (the "Security Interest") was granted by Human Arc to the Agent in certain collateral, including the Trademark Collateral;

WHEREAS, the Original Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 1, 2017, at Reel/Frame 5977/0274; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral including those Trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Original Trademark Security Agreement.

2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Recordation. The Agent authorizes the Borrower and its designees to record this Termination and Release with the United States Patent and Trademark or any other applicable governmental authority at the Borrower's expense.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

BROOKSIDE MEZZANINE FUND III, L.P.,
as Agent

By: Brookside Mezzanine Partners III, LLC, its
General Partner

By: 
Name: Cecily Selar
Title: Managing Partner

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006613 FRAME: 0890

Schedule 1

TRADEMARKS

Mark	Serial Number	Application Date	Class, Goods/Services	Status
HUMANRC	78384425	March 15, 2004	IC 035 Administration of patient reimbursement programs, namely, assisting employers and healthcare providers in establishing eligibility and financial evaluations for their employees and patients, respectively, for reimbursement for healthcare and medical services from government and private health insurers; capitation services, namely, medical cost management services, namely, the analysis of costs, frequency and appropriateness of medical services.	Registered May 29, 2007 Reg. No. 3248093
DCS	85098065	August 2, 2010	IC 042 Reviewing standards and practices to help assure compliance with Medicare regulations and regulations governing state disproportionate share funding programs IC 036 Social security and Medicare claims administration and consulting services rendered to individuals	Registered December 27, 2011 Reg. No. 4077771

Mark	Serial Number	Application Date	Class, Goods/Services	Status
L&S	85427820	September 21, 2011	IC 036 Insurance services, namely, providing information and on-line computer databases for the purpose of review and verification of Medicaid and Medicare eligibility status and related information.	Registered June 12, 2012 Reg. No. 4157122

TRADEMARK

REEL: 006613 FRAME: 0892

RECORDED: 04/10/2019

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