

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533640

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CitiBank, N.A.		07/25/2019	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Press Ganey Associates, Inc.
Street Address:	404 Columbia Place
City:	South Bend
State/Country:	INDIANA
Postal Code:	46601
Entity Type:	Corporation: INDIANA
Name:	Avatar International, LLC
Street Address:	404 Columbia Place
City:	South Bend
State/Country:	INDIANA
Postal Code:	46601
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4994250	PINNACLE OF EXCELLENCE AWARD
Registration Number:	4979626	AVATAR 20/20 SURVEY
Serial Number:	86631089	PRESS GANEY DATA INTEGRITY CERTIFIED

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Ste 1130
 Address Line 2: COGENCY GLOBAL Inc.
 Address Line 4: Washington, D.C. 20005

OP \$90.00 4994250

ATTORNEY DOCKET NUMBER:	1111845 TM D2
NAME OF SUBMITTER:	Rachael Hall
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	07/25/2019

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 25, 2019 (the “Effective Date”), is made by Citibank, N.A., as administrative agent for the Secured Parties (the “Agent”), in favor of Press Ganey Associates, Inc. and Avatar International, LLC (together, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of October 21, 2016 (the “Security Agreement”), made by the Grantors and the Subsidiary Parties from time to time party thereto in favor of the Agent, the Grantors granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of December 2, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 5, 2016 at Reel/Frame 5935/0222;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.

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

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors acknowledge that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed

counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

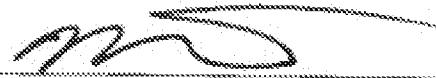
7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

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

CITIBANK, N.A.
as Administrative Agent

By: _____



Name: Michael Tortora
Title: Managing Director & Vice President

[Signature page to Release of Security Interests in Trademarks]

1153186681

TRADEMARK
REEL: 006703 FRAME: 0916

GRANTORS:

PRESS GANEY ASSOCIATES, INC.

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Chief Financial Officer

AVATAR INTERNATIONAL, LLC

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Vice President and Treasurer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Press Ganey Associates, Inc.	4,994,250 5 Jul 2016	PINNACLE OF EXCELLENCE AWARD
Avatar International, LLC	4,979,626 14 Jun 2016	AVATAR 20/20 SURVEY

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER AND DATE	TRADEMARK
Press Ganey Associates, Inc.	86/631,089 15 May 2015	PRESS GANEY DATA INTEGRITY CERTIFIED & DESIGN