

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534087

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900508253

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Soyring Consulting, Inc.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Corporation: FLORIDA
Name:	Bivarus, Inc.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Corporation: DELAWARE
Name:	Improve PX, LLC
Street Address:	202 Columbia Place
City:	South Bend
State/Country:	INDIANA
Postal Code:	46601
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4299292	BIVARUS
Registration Number:	4271348	ROUNDING PAD
Registration Number:	4744415	BLG
Registration Number:	3093258	BRIGHT IDEAS MANAGER
Registration Number:	4610909	COMMUNITY INSIGHTS
Registration Number:	4222475	INSIGHTS ONLINE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4230531	PATIENT INSIGHTS
Registration Number:	4230530	PHYSICIAN INSIGHTS
Registration Number:	4124370	SOYRING CONSULTING
Serial Number:	87056872	ENGAGERX

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

ATTORNEY DOCKET NUMBER:	1111845 TM C2
NAME OF SUBMITTER:	Rachael Hall
SIGNATURE:	/Rachael Hall/
DATE SIGNED:	07/29/2019

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 Soyring Consulting, Inc., Bivarus, Inc. and Improve PX, LLC (together, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of October 21, 2016 (as amended, supplemented, or otherwise modified from time to time, 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 May 11, 2018 (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 June 22, 2018 at Reel/Frame 6411/0143;

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.

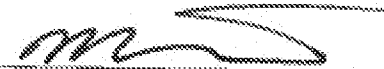
7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively 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

852186631

[Signature page to Release of Security Interests in Trademarks]

TRADEMARK
REEL: 006705 FRAME: 0641

GRANTORS:

SOYRING CONSULTING, INC.

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Treasurer

BIVARUS, INC.

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Treasurer

IMPROVE PX, LLC

By: Breht T. Feigh
Name: Breht T. Feigh
Title: Treasurer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Bivarus, Inc	4,299,292	BIVARUS
Bivarus, Inc	4,271,348	ROUNDING PAD
Improve PX, LLC	4,744,415	BLG
Improve PX, LLC	3,093,258	BRIGHT IDEAS MANAGER
Improve PX, LLC	4,610,909	COMMUNITY INSIGHTS
Improve PX, LLC	4,222,475	INSIGHTS ONLINE
Improve PX, LLC	4,230,531	PATIENT INSIGHTS
Improve PX, LLC	4,230,530	PHYSICIAN INSIGHTS
Soyring, Consulting, Inc.	4,124,370	SOYRING CONSULTING

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER AND DATE	TRADEMARK
Improve PX, LLC	87/056,872	ENGAGERX