

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		09/03/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Careworks Technologies Ltd.		
Street Address:	5555 Glendon Court		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43016		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3666510	PERFORMANCEWORKS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049268-0154		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	09/04/2019		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 3, 2019 (this "Release"), is made by, Bank of America, N.A., as administrative agent for the benefit of the Secured Parties ("Administrative Agent"), in favor of Fox Hill Holdings, Inc., York WMCS Corp., Visual Risk Solutions, Inc., The Frank Gates Companies, Inc., The Frank Gates Service Company, F.A. Richard & Associates Inc., Rockport Community Network, Inc., Risk Control 360, LLC, Careworks Ltd., Careworks Technologies Ltd., Bickmore, and Careworks of Ohio Ltd. (each, a "Grantor," and collectively, the "Grantors"). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below), or if not defined therein, in the Pledge and Security Agreement (as defined below).

WITNESSETH

WHEREAS, Grantors and the Administrative Agent executed and delivered that certain Pledge and Security Agreement dated as of October 1, 2014 (as may have been amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors executed and delivered that certain Trademark Security Agreement, dated as of October 1, 2014 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on February 5, 2015, at Reel/Frame No. 5453/0326 (with respect to Fox Hill Holdings, Inc.), at Reel/Frame No. 5453/0335 (with respect to York WMCS Corp.), at Reel/Frame No. 5453/0344 (with respect to Visual Risk Solutions, Inc.), at Reel/Frame No. 5453/0353 (with respect to The Frank Gates Companies, Inc.), at Reel/Frame No. 5453/0362 (with respect to The Frank Gates Service Company), at Reel/Frame No. 5453/0371 (with respect to F.A. Richard & Associates Inc.), at Reel/Frame No. 5453/0386 (with respect to Rockport Community Network, Inc.), at Reel/Frame No. 5453/0406 (with respect to Careworks of Ohio, Ltd.), at Reel/Frame No. 5453/0415 (with respect to Careworks, Ltd.), at Reel/Frame No. 5453/0424 (with respect to Careworks Technologies, Ltd.), at Reel/Frame No. 5453/0397 (with respect to Risk Control 360, LLC), and at Reel/Frame No. 5453/0433 (with respect to Bickmore);

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, each Grantor collaterally assigned, granted, mortgaged, and pledged to the Administrative Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations, a security interest in all of the following property then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest and wherever the same may be located: (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks; certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof,

and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing owned by such Grantor and listed as such on Schedule A, and all rights corresponding thereto throughout the world; (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing; (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and (vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world; but excluding any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law. (the "Trademark Collateral"); and

WHEREAS, the Grantors have requested the Administrative Agent to, and the Administrative Agent now desires to, terminate and release its lien on and security interest in the Trademark Collateral.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without recourse or warranty and at the Additional Grantors' sole cost and expense, hereby terminates, cancels and releases its lien on and security interest in the Trademark Collateral, and hereby reassigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor.

The Administrative Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release at the Grantors' sole cost and expense.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer as of the date first written above.

BANK OF AMERICA, N.A,
as Administrative Agent

By: 
Name: Kevin L. Ahart
Title: Vice President


[Signature Page to Release of Security Interest in Trademarks]



TRADEMARK
REEL: 006736 FRAME: 0487

SCHEDULE A

TRADEMARKS

Trademark Registrations and Applications

Mark	Owner	Registration No.	Registration Date
York logo (gold emblem) 	Fox Hill Holdings, Inc. (f/k/a York Insurance Services Group, Inc.)	3368194	1/15/2008
WellComp	York WMCS Corp. (f/k/a WellComp Managed Care Services, Inc.)	3146645	9/19/2006
Visual Risk Studio	Visual Risk Solutions, Inc.	3232660	4/24/2007
Visual Image Studio	Visual Risk Solutions, Inc.	3232659	4/24/2007
Visual Liquid Web	Visual Risk Solutions, Inc.	3232657	4/24/2007
Visual Claims Studio	Visual Risk Solutions, Inc.	3232632	4/24/2007
Visual Risk Solutions	Visual Risk Solutions, Inc.	3232664	4/24/2007
Arrow design (design only)	Visual Risk Solutions, Inc.	3236209	5/1/2007
Frank Gates (stylized)	The Frank Gates Companies, Inc.	3132676	8/22/2006
Frank Gates	The Frank Gates Companies, Inc.	3132675	8/22/2006
AVIZENT	The Frank Gates Service Company	3787880	5/11/10
AVIZENT	The Frank Gates Service Company	3787877	5/11/10
AVIZENT	The Frank Gates Service Company	3787871	5/11/10
HIGHER GROUND	The Frank Gates Companies, Inc.	3543664	12/9/08
HIGHER GROUND	The Frank Gates Companies, Inc.	3543663	12/9/08
FARA	F. A. Richard & Associates, Inc.	2097563	9/16/97
BRIDGEPORT	Rockport Community Network, Inc.	3442496	6/3/2008
RISKCONTROL 360	Risk Control 360, LLC	3589932	3/17/2009
VISUAL REPORTS STUDIO	Visual Risk Solutions, Inc.	3467855	7/15/2008
CAREWORKS	CareWorks of Ohio Ltd.	2142072	3/10/1998
CAREWORKS HEALTHGROUP	CareWorks of Ohio Ltd.	2924782	2/8/2005
VOCWORKS	CareWorks Ltd.	2429791	2/20/2001
CAREWORKS TECHNOLOGIES	CareWorks Ltd.	2869901	8/3/2004
PERFORMANCEWORKS	CareWorks Technologies Ltd.	3666510	5/26/2009

Mark	Owner	Registration No.	Registration Date
CAREWORKS TECH	Careworks of Ohio Ltd.	Application Number: 86172174	
	Bickmore and Associates, Inc. (re-named Bickmore) ³	3477915	7/29/2008
	Bickmore and Associates, Inc. (re-named Bickmore)	3748806	2/16/2010
RMMetrics™	Bickmore and Associates, Inc. (re-named Bickmore)	3681798	9/8/2009
RMUniversity™	Bickmore and Associates, Inc. (re-named Bickmore)	3681797	9/8/2009
RMSurvey™	Bickmore and Associates, Inc. (re-named Bickmore)	3681800	9/8/2009
RMAssessment™	Bickmore and Associates, Inc. (re-named Bickmore)	3681799	9/8/2009
RMPerformance™	Bickmore and Associates, Inc. (re-named Bickmore)	3681801	9/8/2009
BRS BICKMORE RISK SERVICES	Bickmore and Associates, Inc. (re-named Bickmore)	3715242	11/24/2009

1. All scheduled trademarks registered in the name of Bickmore and Associates, Inc. will be permitted to lapse