# :H \$115.00 40

ETAS ID: TM556831

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GUGGENHEIM CREDIT SERVICES, LLC, AS ADMINISTRATIVE AGENT		01/08/2020	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	WCG CSO Consulting LLC	
Street Address:	212 Carnegie Center, Suite 301	
City:	Princeton	
State/Country:	/Country: NEW JERSEY	
Postal Code:	08540	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4022797	TIME WAITS FOR NO COMPANY
Registration Number:	3036926	ORGANIZATIONAL PREPAREDNESS
Registration Number:	3026954	WAIFE & ASSOCIATES
Registration Number:	2943951	CLINICAL RESEARCH EXECUTIVE FORUM

#### **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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:** 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	32155 / 003
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	01/09/2020

TRADEMARK REEL: 006835 FRAME: 0074

900530462

#### **Total Attachments: 3**

source=Release of WCG CSO August 21, 2019 Trademark Security Agreement#page1.tif source=Release of WCG CSO August 21, 2019 Trademark Security Agreement#page2.tif source=Release of WCG CSO August 21, 2019 Trademark Security Agreement#page3.tif

TRADEMARK REEL: 006835 FRAME: 0075

## RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of January 8, 2020 (this "Release"), is made by GUGGENHEIM CREDIT SERVICES, LLC, a Delaware limited liability company, acting in its capacity as agent (in such capacity, the "Administrative Agent") under that certain Trademark Security Agreement, dated as of August 21, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by and between WCG CSO CONSULTING LLC (the "Grantor") and the Administrative Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on August 26, 2019 at reel 6728, frame 0490, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a Security Interest in and to, all of Grantor's right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those Trademarks set forth on the attached <u>Schedule I</u>;

WHEREAS, the Secured Obligations secured by the Trademark Collateral have been repaid; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of January 8, 2020, by and among the Grantor, the other signatories party thereto and the Administrative Agent, the Grantor has requested that the Administrative Agent, and the Administrative Agent has agreed to, (a) release any and all Security Interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, for itself and for the benefit of the Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Security Interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Security Interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the Security Interest granted to the Administrative Agent in the Trademark Collateral. The Administrative Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Administrative Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK
REEL: 006835 FRAME: 0076

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

**ADMINISTRATIVE AGENT:** 

GUGGENHEIM CREDIT SERVICES, LLC,

Name: Title: Kevin **Robinson** Attorney-in-Fact

[Signature page to Release of Trademark Security Agreement]

### **SCHEDULE I**

#### TRADEMARKS:

**RECORDED: 01/09/2020** 

Grantor	Country		Registration No./ Application No.	Registration Date/ Application Date
WCGCSO Consulting LLC	United States of America	TIME WAITS FOR NO COMPANY	4022797	9/6/11
WCGCSO Consulting LLC	United States of America	ORGANIZATIONAL PREPAREDNESS	3036926	12/27/05
WCGCSO Consulting LLC	United States of America	WAIFE& ASSOCIATES	3026954	12/13/05
WCGCSO Consulting LLC	United States of America	CLINICAL RESEARCH EXECUTIVE FORUM	2943951	4/26/05
WCGCSO Consulting LLC	United States of America	TIME WAITS FOR NO COMPANY	4022797	9/6/11

TRADEMARK
REEL: 006835 FRAME: 0078