

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in US Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		02/28/2020	banking corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Massachusetts Behavioral Health Partnership		
Street Address:	1000 Washington Street, Suite 310		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02118		
Entity Type:	Partnership: MASSACHUSETTS		
Composed Of:	<ul style="list-style-type: none"> • Options Health Care, Inc., DELAWARE, Corporation • ValueOptions, Inc., VIRGINIA, Corporation 		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2865004	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PAR	
Registration Number:	2865003	MBHP	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Wesley C. Moore, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Wesley C. Moore		
SIGNATURE:	/Wesley C. Moore/		
DATE SIGNED:	03/04/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS

This RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS (this “Release”), dated as of February 28, 2020, is made by UBS AG, Stamford Branch, as collateral agent (the “Collateral Agent”) for the Lenders, in favor of Massachusetts Behavioral Health Partnership, a Massachusetts general partnership (the “Grantor”). Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement (as defined below) and the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 23, 2014, among Beacon Health Vista Merger Sub, Inc., the Lenders, and UBS AG, Stamford Branch, as the Administrative Agent, the Collateral Agent, a letter of Credit Issuer and the Swingline Lender (as may have been amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Grantor executed and delivered a Security Agreement, dated as of December 23, 2014 in favor of the Collateral Agent (as may have been amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with or symbolized by such Trademarks and all rights to sue or otherwise recover for any past, present and future infringement, dilution or other impairment thereof, including the right to receive all Proceeds therefrom, but excluding applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office (collectively, the “Trademark Collateral”), as collateral security for prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered a Notice and Confirmation of Grant of Security Interest in U.S. Trademarks, dated as of December 23, 2014 (the “Notice”), pursuant to which the Grantor confirmed that it had granted a security interest in the Trademark Collateral for the purpose of recording the confirmation of grant of security interest with the United States Patent and Trademark Office;

WHEREAS, the Notice was recorded in the United States Patent and Trademark Office on January 5, 2015 at Reel/Frame 5434/0108; and

WHEREAS the Grantor has requested that the Administrative Agent now terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent

hereby terminates and releases its lien on and security interest in the Trademark Collateral, without recourse to or warranty by the Collateral Agent, the Administrative Agent or any Secured Party.

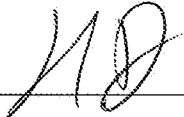
The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

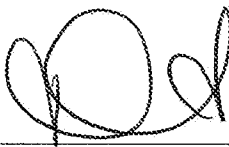
[Signature Page Follows]

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

UBS AG, STAMFORD BRANCH
as the Collateral Agent

By:  _____

Name: Housseem Daly
Title: Associate Director

By:  _____

Name: Darlene Arias
Title: Director

SCHEDULE A

FEDERAL TRADEMARKS

OWNER	MARKS	CLASS	STATUS
Massachusetts Behavioral Health Partnership	MBHP Massachusetts Behavioral Health Partnership (and design)	44	Registered Reg. No. 2865004
Massachusetts Behavioral Health Partnership	MBHP (typed drawing)	44	Registered Reg. No. 2865003