

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCALATE CAPITAL PARTNERS SBIC III, LP		07/16/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	HEALTHPLANONE, LLC		
Street Address:	35 Nutmeg Drive, Suite 220		
City:	Trumbull		
State/Country:	CONNECTICUT		
Postal Code:	06611		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4245783	HEALTHPLANONE	
CORRESPONDENCE DATA			
Fax Number:	7037125197		
<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:	703-712-5337		
Email:	jhowell2@mcguirewoods.com, lvincent@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	07/17/2020		
Total Attachments: 3			
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OP \$40.00 4245783

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 16, 2020 (“Release”), is made by **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“Lender”), in favor of **HEALTHPLANONE, LLC**, a Connecticut limited liability company (“Grantor”) with their principal place of business located at 35 Nutmeg Drive, Suite 220, Trumbull, CT 06611.

WHEREAS, pursuant to (i) that certain Loan and Security Agreement dated as of May 14, 2019 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”) by and between Lender, Grantor, Health Plan One, Inc., and Medicare Insurance Solutions, LLC, and (ii) that certain Intellectual Property Security Agreement dated as of May 14, 2019 (the “IP Security Agreement”), by and between Lender and Grantor, Grantor granted and conveyed to Lender a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property;

WHEREAS, the IP Agreement was recorded with the Office of the Commissioner of Trademarks at the USPTO at Reel 006659 Frame 0007 on May 21, 2019.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement, as applicable.

SECTION 2. Termination and Release. Lender, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the entire right, title, and interest of Grantor in and to all of Grantors Intellectual Property listed on Schedule A attached hereto, granted pursuant to the Credit Agreement and recorded with the US Patent and Trademark Office (“USPTO”) as set forth on Schedule A; and

(b) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.

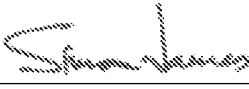
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

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IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

ESCALATE CAPITAL PARTNERS SBIC III, LP

By: Escalate SBIC Capital Management III, LLC
Its: General Partner

By: 
Name: Simon James
Title: Manager

SCHEDULE A

TRADEMARKS

Owner	Word Mark	Serial No.	Filing Date	Registration No.	Registration Date
HealthPlanOne, LLC	HealthPlanOne	85-595,823	04/12/2012	4245783	11/20/2012

Lender's security interest recorded at the US Patent and Trademark Office on May 21, 2019 at Reel 006659 Frame 0007.