

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESCALATE CAPITAL PARTNERS SBIC III, LP		07/24/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACCOLADE, INC.		
<b>Street Address:</b>	660 W. Germantown Pike		
<b>Internal Address:</b>	Suite #500		
<b>City:</b>	Plymouth Meeting		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19462		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3551442	ACCOLADE	
<b>Registration Number:</b>	4323423	ACCOLADE HEALTH ASSISTANT	
<b>Registration Number:</b>	4440782	KONCIERGEMD	
<b>Registration Number:</b>	3630331		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	703-712-5337		
<b>Email:</b>	jhowell2@mcguirewoods.com		
<b>Correspondent Name:</b>	Emily S. Voorheis, McGuireWoods LLP		
<b>Address Line 1:</b>	1750 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	2067509-0029		
<b>NAME OF SUBMITTER:</b>	Emily S. Voorheis		
<b>SIGNATURE:</b>	/Emily S. Voorheis/		
<b>DATE SIGNED:</b>	07/24/2020		

OP \$115.00 3551442

**Total Attachments: 5**

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 24, 2020 (“Release”), is made by **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“Lender”), in favor of **ACCOLADE, INC.**, a Delaware corporation (“Grantor”) with their principal place of business located at 660 W. Germantown Pike, Suite #500, Plymouth Meeting, PA 19462.

**WHEREAS**, pursuant to (i) that certain Loan and Security Agreement dated as of January 30, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”) by and between Lender and Grantor, and (ii) that certain Amended and Restated Intellectual Property Security Agreement dated as of July 19, 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 6700 Frame 0169 on July 22, 2019.

**WHEREAS**, the IP Agreement was recorded with the Office of the Commissioner of Patents at the USPTO at Reel 049826 Frame 0889 on July 22, 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 Delaware, without regard to its conflict of laws principles.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**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  
**COPYRIGHTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Various computer programs and source code including Accolade's client engagement platform, mobile application, and related programs and documentation	Unregistered	N/A
Various service documentation	Unregistered	N/A

SCHEDULE B



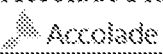
**PATENTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Applying Deep Learning to Longitudinal Consumer and Health Data ( <i>patent pending</i> )	62/796,405	1/24/2019

Lender's security interest recorded at the US Patent and Trademark Office on July 22, 2019 at Reel 049826 Frame 0889.

SCHEDULE C

**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Accolade Service Mark	3551442	12/23/08
Accolade Health Assistant Service Mark	4,323,423	4/23/13
KonciergeMD Service Mark	4440782	11/26/13
[Design Only] Service Mark 	3630331	6/2/09
Symbol Without Name Service Mark 	Unregistered	N/A
Accolade Plus Symbol Service Mark 	Unregistered	N/A

Lender's security interest recorded at the US Patent and Trademark Office on July 22, 2019 at Reel 6700 Frame 0169.