OP \$40.00 5094749

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM600750 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of First Lien Security Interest in Trademarks at R/F 6634/0273

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Collateral Agent		10/01/2020	National Banking Association: SWITZERLAND

RECEIVING PARTY DATA

Name:	McBee Associates, Inc.		
Street Address:	997 Old Eagle School Road		
Internal Address:	Suite 205		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: MARYLAND		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5094749	MCBEE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	022411-1267	
NAME OF SUBMITTER: Jessica Bajada-Silva		
SIGNATURE: /s/ Jessica Bajada-Silva		
DATE SIGNED:	10/01/2020	

Total Attachments: 3

source=Netsmart - McBee First Lien Trademark Release [Executed](118038118.1)#page1.tif source=Netsmart - McBee First Lien Trademark Release [Executed](118038118.1)#page2.tif source=Netsmart - McBee First Lien Trademark Release [Executed](118038118.1)#page3.tif

TRADEMARK REEL: 007066 FRAME: 0966

RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this "Release") dated as of October 1, 2020, is made by UBS AG, STAMFORD BRANCH, as first lien collateral agent (the "Collateral Agent") in favor of MCBEE ASSOCIATES, INC. (the "Grantor"). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of April 19, 2016 (as may have been amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), Grantor executed and delivered a joinder to that certain First Lien Pledge and Security Agreement, dated April 19, 2016 (as may have been amended, restated, amended and restated, supplemented and/or otherwise modified from time to time the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated April 30, 2019, in favor of the Collateral Agent (the "<u>Trademark Security Agreement</u>"), which was recorded in the United States Patent and Trademark Office on May 1, 2019 at Reel/Frame 6634/0273;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under any and all of the following assets then owned or at any time thereafter acquired by the Grantor: (a) all Trademarks owned by the Grantor, including, without limitation, the registered and applied-for Trademarks owned by the Grantor and listed on Schedule 1 attached hereto; and (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing; but excluding all Excluded Assets (collectively, the "Trademark Collateral"); and

WHEREAS the Grantor has requested that the Collateral 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 the Trademark Security Agreement and hereby terminates, cancels and releases its security interest in the Trademark Collateral without recourse to the Collateral Agent and without representation or warranty of any kind.

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.

1

TRADEMARK REEL: 007066 FRAME: 0967 IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:_____ Name:

Houssem Daly Associate Director

Title:

Name: Anthony Joseph

Title:

Associate Director

[Signature Page to Release of First Lien Security Interest in Trademarks]

Schedule 1

Trademark Registration

Trademark	Reg. No.	Reg. Date	Owner
MCBEE	5094749	Dec. 06, 2016	McBee Associates, Inc.

RECORDED: 10/01/2020

TRADEMARK REEL: 007066 FRAME: 0969