

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Horizon Bank	FORMERLY First Tennessee Bank National Association	09/30/2020	Banking Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Employee Benefit Management Services, LLC		
Street Address:	2075 Overland Avenue		
City:	Billings		
State/Country:	MONTANA		
Postal Code:	59102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4767791	EBMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	10/02/2020		
Total Attachments: 4			
source=EBMS IP Release - Trademarks#page1.tif			
source=EBMS IP Release - Trademarks#page2.tif			
source=EBMS IP Release - Trademarks#page3.tif			
source=EBMS IP Release - Trademarks#page4.tif			

CH \$40.00 4767791

RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** ("Release") is made and effective as of September 30, 2020 and granted by **FIRST HORIZON BANK**, successor-by-conversion to First Tennessee Bank National Association (the "Administrative Agent"), a Tennessee banking corporation, as Administrative Agent for the lenders under the Credit Agreement referred to below (the "Secured Parties"), in favor of **EMPLOYEE BENEFIT MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Credit Agreement dated as of September 25, 2017 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, WST PA Buyer LLC ("WST PA"), miCare, LLC ("miCare"), miRX, LLC ("miRX" and, together with WST PA and miCare, the "Guarantors"), the Administrative Agent, and the lenders party thereto from time to time, the Grantor executed and delivered to the Administrative Agent, among other documents, (i) that certain Guarantee and Collateral Agreement by and among the Grantor, the Guarantors, and the Administrative Agent dated as of September 25, 2017 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced, or otherwise modified from time to time, the "Master Security Agreement") and (ii) that certain Trademark Security Agreement by and between the Grantor and the Administrative Agent dated as of September 25, 2017 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced, or otherwise modified from time to time, the "Trademark Security Agreement" and, together with the Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006189, Frame 0702 on October 25, 2017; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

FIRST HORIZON BANK (successor-by-conversion to First Tennessee Bank National Association),

as Administrative Agent

By: *W. Dale Maxfield, Sr.*
Name: *W. DALE MAXFIELD, SR.*

Title: *SUP*

Address for Notices:

First Horizon Bank

211 Franklin Road, Suite 300

Brentwood, TN 37027

Attn: W. Dale Maxfield, Sr.

STATE OF Tennessee)
)SS.
COUNTY OF Williamson)

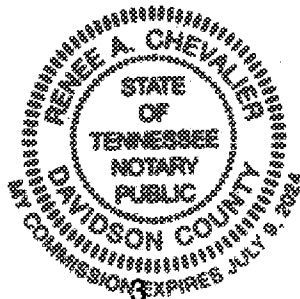
On the 30th day of September, 2020, before me personally appeared W. Dale Maxfield, Sr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as a Senior Vice-President of First Horizon Bank, the corporation described, as Administrative Agent, and acknowledged the instrument to be the free act and deed of First Horizon Bank, as Administrative Agent, for the uses and purposes mentioned in the instrument.

Renee A. Chevalier

Notary Public
Printed Name:

My Commission Expires:

July 9, 2024



SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	App. Date	Registration Number	Registration Date
EBMS	10/14/2014	4767791	7/7/2015

4812-4332-8951v2

2100000-B13044 03/18/2020