

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM608467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks at Reel/Frame No. 5923/0807		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		11/12/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Zywave, Inc.		
Street Address:	10100 W. Innovation Drive, Suite 300		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53226		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	3819037	AGENCYFUEL	
Registration Number:	4520133	ASTONISH	
Registration Number:	3806528	ASTONISH COACHING	
Registration Number:	3413368	ASTONISH RESULTS	
Registration Number:	3929601	ASTONISH TRAINING	
Registration Number:	4341613	BROKER BRIEFCASE	
Registration Number:	4550412	DECISION MASTER	
Registration Number:	2659808	DECISION MASTER	
Registration Number:	3858496	E-AGENT SUMMIT	
Registration Number:	4559673	ELEMENTS CONNECT	
Registration Number:	4267174	HRCONNECTION	
Registration Number:	4921070	INTYGRAL	
Registration Number:	4293608	METADATA MANAGER	
Registration Number:	4587071	MODMASTER	
Registration Number:	2245569	MODMASTER	
Registration Number:	4477606	MYWAVE	
Registration Number:	2571896	MYWAVE	
Registration Number:	4697023	MYWAVE CONNECT	
Registration Number:	4477605	MYWAVE ELEMENTS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3604912	MYWAVE ELEMENTS
Registration Number:	3194103	MYWAVEHR
Registration Number:	3208309	MYWAVEOSHA
Registration Number:	3194107	MYWAVEPORTAL
Registration Number:	3194102	MYWAVERM
Registration Number:	4310883	PLAN DOC BUILDER
Registration Number:	3328119	PLANADVISOR
Registration Number:	4466348	RALLE
Registration Number:	2865680	RALLE
Registration Number:	3803788	SALESPULSE
Registration Number:	3953192	SELECT + SAVE NOT YOUR TYPICAL EMPLOYEE
Registration Number:	3952191	SQUID INSURANCE MARKETING
Registration Number:	4520134	STONISH
Registration Number:	3783376	TURBO TRAFFIC TECHNOLOGY
Registration Number:	3882093	VIRTUAL PROFIT CENTER
Registration Number:	4631750	WORKCOMPEDGE
Registration Number:	4466453	ZYWAVE
Registration Number:	2471937	ZYWAVE

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	036608-0159
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/12/2020

Total Attachments: 4

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS is made as of November 12, 2020, by ARES CAPITAL CORPORATION, a Maryland corporation ("Collateral Agent") in favor of Zywave, Inc., a Wisconsin corporation ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Pledge Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor, the other parties thereto from time to time, and Collateral Agent were parties to that certain Second Lien Security Pledge Agreement dated as of November 17, 2016 (the "Security Pledge Agreement") pursuant to which Grantor granted a security interest to Collateral Agent in certain Trademarks as security for certain obligations owing by Grantor to Collateral Agent;

WHEREAS, pursuant to the Security Pledge Agreement, Grantor executed the Second Lien Grant of Security Interest in Trademark Rights dated as of November 17, 2016 ("Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on November 17, 2016, at Reel 5923, Frame 0807;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Grantor granted to the Collateral Agent, a security interest in, and a right of setoff against (the "Security Interest"), Grantor's right, title, and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I (the "Released Collateral");

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Collateral Agent's security interest in the Trademark Collateral; and


WHEREAS, Grantor has requested that Collateral Agent release the security interest in the Released Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and forever discharges the Trademark Security Agreement and the Security Interest in the Released Collateral, and retransfers and reassigns to Grantor any right, title or interest the Collateral Agent may have in, to or under the Grantor's Released Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release of Second Lien Security Interest in Trademarks to be executed as of the day and year first above written.

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

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

TRADEMARK
REEL: 007104 FRAME: 0906

SCHEDULE I

to

RELEASE OF SECOND LIEN SECURITY INTEREST TRADEMARKS

U.S. Trademarks and Applications

Serial Number	Reg. Number	Word Mark
77543514	3819037	AGENCYFUEL
85848611	4520133	ASTONISH
77859263	3806528	ASTONISH COACHING
78917005	3413368	ASTONISH RESULTS
77859269	3929601	ASTONISH TRAINING
85717389	4341613	BROKER BRIEFCASE
85956933	4550412	DECISION MASTER
75516195	2659808	DECISION MASTER
77859139	3858496	E-AGENT SUMMIT
86109600	4559673	ELEMENTS CONNECT
85539578	4267174	HRCONNECTION
86539810	4921070	INTYGRAL
85540533	4293608	METADATA MANAGER
85956915	4587071	MODMASTER
75359975	2245569	MODMASTER (Stylized)
85956887	4477606	MYWAVE
75773003	2571896	MYWAVE
86137079	4697023	MYWAVE CONNECT
85956875	4477605	MYWAVE ELEMENTS
77229035	3604912	MYWAVE ELEMENTS
78846519	3194103	MYWAVEHR
78847646	3208309	MYWAVEOSHA
78847670	3194107	MYWAVEPORTAL
78846507	3194102	MYWAVERM
85744896	4310883	PLAN DOC BUILDER
78624126	3328119	PLANADVISOR
85956901	4466348	RALLE
78158855	2865680	RALLE
77491569	3803788	SALESPULSE
77859179	3953192	SELECT + SAVE NOT YOUR TYPICAL EMPLOYEE BENEFITS

77952829	3952191	SQUID INSURANCE MARKETING
85848648	4520134	STONISH
77682551	3783376	TURBO TRAFFIC TECHNOLOGY
77682586	3882093	VIRTUAL PROFIT CENTER
86224439	4631750	WORKCOMPEDGE
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