

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC, AS AGENT		12/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerity Partners LLC		
Street Address:	335 Madison Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4840258	HPM PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1305548 TM C		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	12/21/2020		
Total Attachments: 4			
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OP \$40.00 4840258

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 18, 2020, by MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (in such capacity, "Grantee"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement described below.

W I T N E S S E T H:

WHEREAS, Grantee and Cerity Partners LLC (f/k/a HPM Partners LLC), a Delaware limited liability company ("Grantor"), were parties to that certain Trademark Security Agreement dated as of January 23, 2020 (the "Agreement"), pursuant to which Grantor granted a security interest to Grantee in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including, without limitation, the Trademarks set forth on Schedule A hereto;

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on January 23, 2020, at Reel 6843, Frame 0698; and

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases, terminates and discharges its continuing security interest in Grantor's entire right, title and interest in and to the following (collectively the "Trademarks Collateral"):

a. each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

b. all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Grantee hereby releases its security interest in and lien on the Trademark Collateral.

3. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest in and to the Trademark Collateral.

4. Grantee hereby authorizes the Grantor and its successors, assigns or other legal representatives to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file any applicable Uniform Commercial Code financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Grantee in the Trademark Collateral and/or (iii) otherwise record or file this Release in any applicable governmental office or agency. Grantee agrees to take all further actions, and provide to the Grantor and its

successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

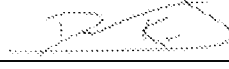
5. This Release shall be governed by and construed in accordance with the laws of the State of New York, and shall be binding on the Grantor's and the Grantee's representatives, successors, assigns and transferees.

6. The words "execution," "signed," "signature," "delivery," and words of like import in this Release or any other document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Grantee or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

By: 
Name: David Kelly
Title: Director

Trademark Release and Reassignment

**TRADEMARK
REEL: 007140 FRAME: 0941**

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
HPM PARTNERS	86539565	2/19/15	4840258	10/27/15

Trademark Applications

None.