

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		04/01/2021	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Health Management Systems, Inc.		
Street Address:	5615 High Point Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78953597	COBMANAGER	
Serial Number:	87075191	HMS	
Serial Number:	86908639	HMS	
Serial Number:	85167957	HMS ELIGIBILITYSOURCE	
Serial Number:	77271076	HMS INTEGRITYSOURCE	
Serial Number:	87674576	HMS FEDERAL	
Serial Number:	87674583	HMS FEDERAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	04/02/2021		

OP \$190.00 78953597

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 1, 2021 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of December 16, 2011, as amended and restated as of December 19, 2017 (and as further amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), by and among the Collateral Agent, the Grantor and certain other parties thereto, the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 19, 2017 (the “Trademark Security Agreement”).

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, relinquishes, discharges, terminates and cancels all of its lien on and security interest in and to the Pledged Collateral, including the trademark registrations set forth on Schedule I attached hereto, all Goodwill associated with such trademarks, and all Proceeds of any and all of the foregoing, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Pledged Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent 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. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

6. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CITIBANK, N.A., acting in its capacity as
collateral agent for the Secured Parties**

By:  _____

Name: Stanislav Andreev

Title: Vice President

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A., acting in its capacity as collateral agent for the Secured Parties

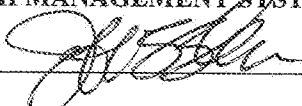
By: _____

Name: _____

Title: _____

GRANTOR:

HEALTH MANAGEMENT SYSTEMS, INC.

By:  _____

Name: Jeffrey S. Sherman

Title: Executive Vice President, Chief Financial Officer and Treasurer

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 007243 FRAME: 0758**

Schedule I

Release of Trademark Security Agreement dated December 19, 2017

Registrations:

Trademark Name	Owner	Filing Date	Serial Number	Registration Number
COBMANAGER	Health Management Systems, Inc.	August 16, 2006	78/953597	3429017
HMS	Health Management Systems, Inc.	June 17, 2016	87/075191	5145414
HMS (AND DESIGN)	Health Management Systems, Inc.	February 16, 2016	86/908639	5085440
HMS ELIGIBILITY SOURCE	Health Management Systems, Inc.	November 3, 2010	85/167957	4760471
HMS INTEGRITY SOURCE	Health Management Systems, Inc.	September 4, 2017	77/271076	4392430

Applications:

Trademark Name	Owner	Filing Date	Serial Number
HMS FEDERAL	Health Management Systems, Inc.	November 7, 2017	87674576
HMS FEDERAL SOLUTIONS	Health Management Systems, Inc.	November 7, 2017	87674583