

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		03/31/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Salary.com LLC		
Street Address:	650 E SWEDES FORD ROAD, 2ND FLOOR		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3208693	COMPANALYST	
Registration Number:	3209636	IPAS	
Registration Number:	3744781	SALARY.COM	
Registration Number:	3332463	COMPANALYST EXECUTIVE	
Registration Number:	3723446	PLANNING TO PAYMENT	
Registration Number:	2781011	SALARY WIZARD	
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>			
Email:	marianaespinosa@paulhastings.com		
Correspondent Name:	Mariana Espinoza		
Address Line 1:	71 South Wacker Drive, Suite 4500		
Address Line 2:	c/o Paul Hastings LLC		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Mariana Espinoza		
SIGNATURE:	/Mariana Espinoza/		
DATE SIGNED:	04/14/2021		

OP \$165.00 3208693

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of March 31, 2021, is made by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as administrative agent (the "Administrative Agent"), under that certain Trademark Security Agreement, dated as of December 31, 2015 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof the "Trademark Security Agreement"), entered into by SALARY.COM, LLC (formerly known as SCMC Acquisition, LLC), a Delaware limited liability company (the "Pledgor") in favor of the Administrative Agent, pursuant to that certain Security Agreement, dated as of December 31, 2015, by and between, among others, Pledgor and Administrative Agent (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgor granted a security interest to the Administrative Agent in certain intellectual property collateral including, without limitation, those Trademarks (as defined in the Security Agreement) set forth on Schedule 1 to the Trademark Security Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on January 5, 2016 at Reel 005701, Frame 0967;

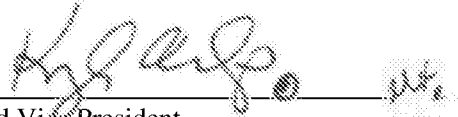
WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto, and to provide this document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate, release and discharge the liens and security interest created under the Security Agreement and the Trademark Security Agreement in the Trademark Collateral, (b) release its security interest in the Trademark Collateral, and (c) discharge and reassign to the Pledgor any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Trademark Collateral. Administrative Agent understands and agrees that this Termination and Release of Security Interest in Trademark Rights may be recorded by or for the Pledgor with the USPTO or any similar office or agency. The Administrative Agent authorizes the USPTO or other relevant governmental authority to record this Termination and Release of Security Interest in Trademark Rights. Upon request by the Pledgor, the Administrative Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the security interest contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademark Rights to be duly executed as of the date first set forth above.

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, as
Administrative Agent**

By: 
Second Vice President

SCHEDULE A
TRADEMARK REGISTRATIONS

Owner	Trademark	Jurisdiction	Registration No.
Salary.com, LLC (f/k/a SCMC Acquisition, LLC)	IPAS	U.S. Federal	3209636
Salary.com, LLC (f/k/a SCMC Acquisition, LLC)	COMPANALYST	U.S. Federal	3208693
Salary.com, LLC (f/k/a SCMC Acquisition, LLC)	SALARY.COM	U.S. Federal	3744781
Salary.com, LLC (f/k/a SCMC Acquisition, LLC)	COMPANALYST EXECUTIVE	U.S. Federal	3332463
Salary.com, LLC (f/k/a SCMC Acquisition, LLC)	PLANNING TO PAYMENT	U.S. Federal	3723446
Salary.com, LLC (f/k/a SCMC Acquisition, LLC)	SALARY WIZARD	U.S. Federal	2781011