

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		10/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PROSCI, INC.		
Street Address:	2950 East Harmony Road, Suite 130		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80528		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4621436	PREPARING FOR CHANGE MANAGING CHANGE REI	
Registration Number:	4012645	AWARENESS DESIRE KNOWLEDGE ABILITY REINF	
Registration Number:	4019522	ADKAR	
Registration Number:	4018750	PROSCI	
Registration Number:	3716755	ACMP	
Registration Number:	3782943	ASSOCIATION OF CHANGE MANAGEMENT PROFESS	
Registration Number:	2959461	ADKAR	
Registration Number:	2022283	PROSCI	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	sallirampersad@goodwinlaw.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	136293/337248		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad, Paralegal		

OP \$215.00 4621436

SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	10/21/2021
Total Attachments: 3 source=prosci tsa release (002)#page1.tif source=prosci tsa release (002)#page2.tif source=prosci tsa release (002)#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (“Release”) is made as of October 21, 2021, by MADISON CAPITAL FUNDING LLC (“Agent”) as agent for itself and for the Lenders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, PROSCI, INC., a Colorado corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of April 5, 2019 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent for the ratable benefit of the Lenders in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 5, 2019, at Reel 6610, Frame 0349;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Lenders, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

- (i) each Trademark listed on Schedule A annexed hereto; and
- (ii) all proceeds and products of any of the foregoing.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. 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 Trademark Release and Reassignment.

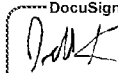
4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

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

MADISON CAPITAL FUNDING LLC

DocuSigned by:



By:

Name: Jeff Karczynski

Title: Director

SCHEDULE A

U. S. REGISTERED TRADEMARKS:

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
Prosci, Inc.	PREPARING FOR CHANGE MANAGING CHANGE REINFORCING CHANGE	4821436	10/14/14	85295213	4/14/11
Prosci, Inc.	AWARENESS DESIRE KNOWLEDGE ABILITY REINFORCEMENT	4012645	8/16/11	85249735	2/23/11
Prosci, Inc.	ADKAR	4019522	8/30/11	85238643	2/10/11
Prosci, Inc.	PROSCI	4018750	8/30/11	85216272	1/12/11
Prosci, Inc.	ACMP	3718755	11/24/09	77643924	1/6/09
Prosci, Inc.	ASSOCIATION OF CHANGE MANAGEMENT PROFESSIONALS	3782943	4/27/10	77626451	12/4/08
Prosci, Inc.	ADKAR	2959461	6/7/05	78310561	10/7/03
Prosci, Inc.	PROSCI	2022383	12/10/96	75065963	3/1/96