

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks (Second Lien)
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		01/26/2022	Chartered Bank: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	APS Healthcare Bethesda, Inc.
<b>Street Address:</b>	777 East Park Drive
<b>City:</b>	Harrisburg
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17111
<b>Entity Type:</b>	Corporation: IOWA
<b>Name:</b>	Keystone Peer Review Organization, Inc.
<b>Street Address:</b>	777 East Park Drive
<b>City:</b>	Harrisburg
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17111
<b>Entity Type:</b>	Corporation: PENNSYLVANIA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	3113414	HEALTHY TOGETHER
<b>Serial Number:</b>	86907711	INTELLIGENT VALUE
<b>Registration Number:</b>	3885092	KEPRO
<b>Registration Number:</b>	4482633	KEPRO
<b>Registration Number:</b>	5076825	K KEPRO

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

TRADEMARK

**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1580333 2L TM REL B

**NAME OF SUBMITTER:** Adalia Wu

**SIGNATURE:** /Adalia Wu/

**DATE SIGNED:** 01/28/2022

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) dated as of January 26, 2022 (this “Release”) is made by ROYAL BANK OF CANADA, for itself and in its capacity as Second Lien Collateral Agent (the “Second Lien Collateral Agent”), for the benefit of the Grantors (as defined below).

WHEREAS, on or about May 1, 2017, pursuant to that certain Second Lien Trademark Security Agreement (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”; capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement) in favor of the Second Lien Collateral Agent, APS Healthcare Bethesda, Inc. and Keystone Peer Review Organization, Inc. (collectively, the “Grantors” and each individually a “Grantor”), pledged and granted to the Second Lien Collateral Agent for itself and the benefit of certain secured parties, a security interest in all of each Grantor’s right, title and interest in, to and under the Second Lien Collateral, including, without limitation, each such Trademark described in Schedule A, which security interest was recorded in the records of the United States Patent & Trademark Office at Reel 6073 Frame 0582 on May 31, 2017.

WHEREAS, the Second Lien Collateral Agent has agreed to: (i) irrevocably release and terminate in its entirety (a) the Trademark Security Agreement, and (b) its security interest in, to and under, and discharge, quit claim and relinquish unto the Grantors (in each case without recourse and without any representation or warranty) all right, title and interest it has in, to and under, the Second Lien Collateral; (ii) restore all right, title and interest in, to and under the Second Lien Collateral to the Grantors; and (iii) dissolve any and all liens and encumbrances respecting the Second Lien Collateral under the Trademark Security Agreement, the Security Agreement or otherwise.

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

1. The Second Lien Collateral Agent hereby (i) irrevocably releases and terminates in its entirety (a) the Trademark Security Agreement, and (b) its security interest in, to and under, and discharges, quit claims and relinquishes unto the Grantors (in each case without recourse and without any representation or warranty) all right, title and interest it has in, to and under, the Second Lien Collateral; (ii) restores all right, title and interest in, to and under the Second Lien Collateral to the Grantors; and (iii) terminates the Trademark Security Agreement and dissolves any and all liens and encumbrances respecting the Second Lien Collateral under the Trademark Security Agreement, the Security Agreement or otherwise.
2. The Second Lien Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks record this Release.
3. The Second Lien Collateral Agent shall, at the expense of the Grantors, execute and deliver to the Grantors such documents as each such Grantor shall reasonably request to evidence the release of the security interest granted in any Second Lien Collateral.

4. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

*[remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Second Lien Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

**ROYAL BANK OF CANADA**, as Second Lien Collateral Agent

By:



Name: **Helena Sadowski**

Title: **Manager, Agency**

## Schedule A

### United States Trademark Registrations and Trademark Applications

<b>Registered owner/ Grantor</b>	<b>Trademark</b>	<b>Registration No. or Application No.</b>	<b>Application Date or Registration Date</b>
APS Healthcare Bethesda, Inc.	HEALTHY TOGETHER	3113414	10-NOV-2003
Keystone Peer Review Organization, Inc.	INTELLIGENT VALUE	86907711	15-FEB-2016
Keystone Peer Review Organization, Inc.	KePRO	3885092	17-NOV-2009
Keystone Peer Review Organization, Inc.	KEPRO	4482633	15-APR-2013
Keystone Peer Review Organization, Inc.	K KEPRO	5076825	15-FEB-2016