

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (First Lien)
SEQUENCE:	1

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3113414	HEALTHY TOGETHER
Serial Number:	86907711	INTELLIGENT VALUE
Registration Number:	3885092	KEPRO
Registration Number:	4482633	KEPRO
Registration Number:	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 1L TM REL A

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 (FIRST LIEN)

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

WHEREAS, on or about May 1, 2017, pursuant to that certain First 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 First 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 First 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 First 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 0568 on May 31, 2017.

WHEREAS, the First 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 First Lien Collateral; (ii) restore all right, title and interest in, to and under the First Lien Collateral to the Grantors; and (iii) dissolve any and all liens and encumbrances respecting the First 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 First Lien Collateral Agent hereby agrees as follows:

1. The First 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 First Lien Collateral; (ii) restores all right, title and interest in, to and under the First Lien Collateral to the Grantors; and (iii) terminates the Trademark Security Agreement and dissolves any and all liens and encumbrances respecting the First Lien Collateral under the Trademark Security Agreement, the Security Agreement or otherwise.
2. The First Lien Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks record this Release.
3. The First 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 First 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.

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IN WITNESS WHEREOF, the First 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 First Lien Collateral Agent

By: 

Name: **Helena Sadowski**

Title: **Manager, Agency**

Schedule A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
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