

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Audax Private Debt LLC, as Collateral Agent		02/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerity Partners LLC		
Street Address:	335 Madison Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2371123		
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	Gayle D. Grocke		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0017		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	02/04/2022		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (the “Release”), dated as of February 3, 2022, is made by **AUDAX PRIVATE DEBT LLC**, as collateral agent (the “Collateral Agent”). Capitalized terms used but not defined herein have the meanings assigned to them in the Pledge and Security Agreement (as defined below).

WHEREAS, CERITY PARTNERS LLC, a Delaware limited liability company (the “Grantor”), the other parties party thereto from time to time, and the Collateral Agent, entered into that certain Pledge and Security Agreement, dated as of December 31, 2020 (as the same may be amended and in effect from time to time, the “Pledge and Security Agreement”).

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement, dated as of December 31, 2020 and recorded with the U.S. Patent and Trademark Office on December 31, 2020 at Reel/Frame No. 7151/0986 (the “IP Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent a continuing security interest in all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreement);

WHEREAS, the Collateral Agent has agreed to release its security interest in all right, title or interest in and to the select trademark registration set forth in Schedule I, attached hereto and incorporated herein by this reference (the “Released Collateral”), and to reconvey any and all of its right, title and interest in and to the Released Collateral to the Grantor; and


WHEREAS, the security interest in the remaining Intellectual Property Collateral granted to the Collateral Agent pursuant to the IP Security Agreement (the “Remaining Collateral”), will be unaffected by this Release and such security interest in the Remaining Collateral will continue in full force and effect.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent, on behalf of itself, its successors and assigns, and the Secured Parties, without recourse, representation, or warranty of any kind or nature, and at the Grantor’s sole expense, hereby **TERMINATES** the security interest in the Released Collateral, **RELEASES** and forever discharges, without recourse, representation, or warranty of any kind or nature its security interest in the Released Collateral, and retransfers and reassigns to Grantor any right, title or interest the Collateral Agent may have in, to or under the Released Collateral, without representation or warranty. The Collateral Agent shall retain its security interest in the Remaining Collateral and all other portions of the Intellectual Property Collateral that are not the Released Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 
Name: Blake Loweth
Title: Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

United States Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
Cerity Partners LLC	Design only	2371123	07/25/2000