

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	APOGEM Capital LLC, as Successor Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5155764	MCCI	
Registration Number:	5243187	MEMBER COST CONTAINMENT INDEX	
Serial Number:	87043101	PARETO CAPTIVE SERVICES	
Serial Number:	87043120	PARETO HEALTH	
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:	timothy.nazanin@katten.com		
Correspondent Name:	Timothy Nazanin c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Timothy Nazanin		
SIGNATURE:	/Timothy Nazanin/		
DATE SIGNED:	05/04/2022		
Total Attachments: 4			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent and collateral agent (in such capacity, the “**Retiring Agent**”), and **APOGEM CAPITAL LLC** (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Pareto Health Technologies, LLC, Pareto Captive Services, LLC and Pareto Health Intermediate Holdings, Inc., each, individually, as a “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”), which granted a security interest in favor of Retiring Agent in the intellectual property described on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

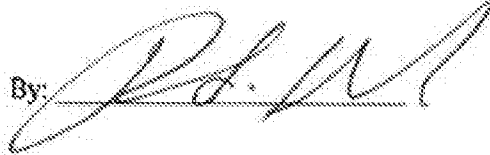
[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MADISON CAPITAL FUNDING LLC

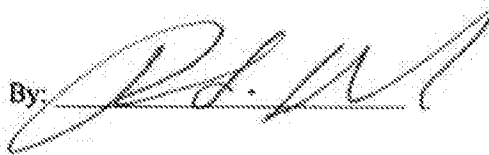
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl
Title: Director

SUCCESSOR AGENT:

APOGEM CAPITAL LLC

By: 

Name: Patrick D. Koehl
Title: Director

EXHIBIT A

1. Copyright Security Agreement, dated as of August 26, 2019, executed by Pareto Health Technologies, LLC in favor of Madison Capital Funding LLC, as collateral agent, and submitted for recording with the United States Copyright Office on October 28, 2019.
2. Trademark Security Agreement, dated as of August 26, 2019, executed by Pareto Captive Services, LLC and Pareto Health Intermediate Holdings, Inc. in favor of Madison Capital Funding LLC, as collateral agent, and filed with the United States Patent and Trademark Office on August 26, 2019 at Reel 6728, Frame 0624.

EXHIBIT B

United States Copyright Registrations

<u>Owner</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pareto Health Technologies, LLC	MEMBER Survey	TX0008307716	July 27, 2016

United States Trademark Applications and Registrations

<u>Owner</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pareto Captive Services, LLC	MCCI	87118329	July 27, 2016	5155764	March 7, 2017
Pareto Captive Services, LLC	Member Cost Containment Index	87118334	July 27, 2016	5243187	July 11, 2017
Pareto Health Intermediate Holdings, Inc.	Pareto Captive Services	87043101	May 19, 2016	N/A	N/A
Pareto Health Intermediate Holdings, Inc.	Pareto Health	87043120	May 19, 2016	N/A	N/A