

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TERMINATION AND RELEASE OF LIEN at Reel/Frame No. 6140/0730		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		06/30/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	SCM Insurance Services, Inc.		
Street Address:	5083 Windermere Boulevard S.W.		
City:	Edmonton, Alberta		
State/Country:	CANADA		
Postal Code:	T6W0J5		
Entity Type:	Corporation: CANADA		
Name:	SCM International Programs Group LP		
Street Address:	5083 Windermere Boulevard S.W.		
City:	Edmonton, Alberta		
State/Country:	CANADA		
Postal Code:	T6W 0J5		
Entity Type:	Limited Partnership: CANADA		
Name:	Xpera Risk Mitigation & Investigation LP		
Street Address:	5083 Windermere Boulevard S.W.		
City:	Edmonton, Alberta		
State/Country:	CANADA		
Postal Code:	T6W 0J5		
Entity Type:	Limited Partnership: CANADA		
Name:	Pario Engineering & Environmental Sciences LP		
Street Address:	5083 Windermere Boulevard S.W.		
City:	Edmonton, Alberta		
State/Country:	CANADA		
Postal Code:	T6W 0J5		
Entity Type:	Limited Partnership: CANADA		
Name:	Cira Health Solutions LP		
Street Address:	5083 Windermere Boulevard S.W.		
City:	Edmonton, Alberta		

State/Country:	CANADA
Postal Code:	T6W 0J5
Entity Type:	Limited Partnership: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87528151	IPG
Serial Number:	87528163	IPG
Serial Number:	87527121	XPERA RISK MITIGATION AND INVESTIGATION
Serial Number:	87527129	XPERA
Serial Number:	87527138	XPERA
Serial Number:	87527177	PARIO
Serial Number:	87527182	PARIO
Serial Number:	87528132	CIRA
Serial Number:	87528125	CIRA HEALTH SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 617.526.9686
Email: ypan@proskauer.com
Correspondent Name: Kathryn Buckley
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11668-252
NAME OF SUBMITTER:	Kathryn Buckley
SIGNATURE:	/Kathryn Buckley/
DATE SIGNED:	07/01/2022

Total Attachments: 5

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**SECOND LIEN TERMINATION AND RELEASE OF A
SECURITY INTEREST IN TRADEMARKS**

June 30, 2022

THIS SECOND LIEN TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of June 30, 2022, by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of the SCM Insurance Services, Inc., SCM International Programs Group LP, Xpera Risk Mitigation & Investigation LP, Pario Engineering & Environmental Sciences LP, and Cira Health Solutions LP (each, individually a “Pledgor” and collectively, the “Pledgors”).

WHEREAS, SCM MIDCO 2 LIMITED PARTNERSHIP as Holdings, SCM INSURANCE SERVICES, INC., as the Borrower and the Administrative Agent entered into that certain Second Lien Credit Agreement dated as of August 29, 2017 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgors executed and delivered that certain U.S. Second Lien Collateral Agreement dated as of August 29, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Pledgors executed and delivered that certain U.S. Second Lien Trademark Security Agreement dated as of August 29, 2017, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 6140, Frame 0730, on August 29, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Pledgors (“Releasees”), granted to ARES CAPITAL CORPORATION, as the Administrative Agent for the benefit of the Secured Parties (“Releasor”), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Second Lien Payoff Letter dated as of June 30, 2022, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Pledgors, and accordingly the Pledgors have requested, and the Administrative Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for

good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, unconditionally and irrevocably hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral listed on Schedule A hereto, (ii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral listed on Schedule A hereto and effect the release of such rights to each Pledgor and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral listed on schedule A.

3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Administrative Agent

By: Michael Smith

Name: Michael Smith

Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications:

Trademark & Design	Registration or Application No.	Registration or Application Date	Registered Owner
IPG	87528151	14-JUL-2017	SCM INTERNATIONAL PROGRAMS GROUP LP
	87528163	14-JUL-2017	SCM INTERNATIONAL PROGRAMS GROUP LP
XPERA RISK MITIGATION AND INVESTIGATION	87527121	13-JUL-2017	XPERA RISK MITIGATION & INVESTIGATION LP
XPERA	87527129	13-JUL-2017	XPERA RISK MITIGATION & INVESTIGATION LP
	87527138	13-JUL-2017	XPERA RISK MITIGATION & INVESTIGATION LP
PARIO	87527177	13-JUL-2017	PARIO ENGINEERING & ENVIRONMENTAL SCIENCES LP
	87527182	13-JUL-2017	PARIO ENGINEERING & ENVIRONMENTAL SCIENCES LP

Trademark & Design	Registration or Application No.	Registration or Application Date	Registered Owner
	87528132	14-JUL-2017	CIRA HEALTH SOLUTIONS LP
CIRA HEALTH SOLUTIONS	87528125	14-JUL-2017	CIRA HEALTH SOLUTIONS LP