

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744523

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		07/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerity Partners LLC		
Street Address:	335 Madison Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3988512	BLUE PRAIRIE GROUP	
Registration Number:	5886867	C CERITY PARTNERS	
Registration Number:	5664609	EMM WEALTH	
Registration Number:	5664610		
Registration Number:	2578330	EXECUTIVE MONETARY MANAGEMENT	
Registration Number:	4021907	ALGONQUIN ADVISORS	
Registration Number:	2371123		
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1747675 TM		
NAME OF SUBMITTER:	Rick Harrison		

OP \$190.00 3988512

SIGNATURE:	/Rick Harrison/
DATE SIGNED:	07/29/2022
Total Attachments: 3 source=#95984101v1 - (Release of Trademarks sent for filing)#page2.tif source=#95984101v1 - (Release of Trademarks sent for filing)#page3.tif source=#95984101v1 - (Release of Trademarks sent for filing)#page4.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of July 27, 2022, is made by Audax Private Debt LLC, as collateral agent ("Collateral Agent"), in favor of Cerity Partners LLC, a Delaware limited liability company (the "Grantor"), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantor and the other parties party thereto in favor of Collateral Agent, and that certain Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time), dated as of December 31, 2020 and recorded with the United States Patent and Trademark Office, Trademark Division, on December 31, 2020 at Reel 7151/Frame 0986 (the "Intellectual Property Security Agreement"), the Grantor granted a security interest in certain collateral in favor of Collateral Agent, including the Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, Collateral Agent now desires to terminate and release the Intellectual Property Security Agreement and the entirety of its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, Collateral Agent hereby agrees as follows:

1. Definitions. The term "Intellectual Property Collateral", as used herein, shall have the meaning set forth in the Intellectual Property Security Agreement, and shall also include all of the Grantor's right, title or interest in, or to any and all of the Trademarks listed on Annex I attached hereto. Capitalized terms not defined herein have the meanings set forth in the Pledge and Security Agreement or the Intellectual Property Security Agreement, as applicable.

2. Release of Security Interest. Collateral Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the Intellectual Property Collateral, the Intellectual Property Security Agreement and any and all right, title and interest of Collateral Agent in, to and under the Intellectual Property Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. Collateral Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of Collateral Agent's security interest in the Intellectual Property Collateral.


3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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

AUDAX PRIVATE DEBT LLC, as Collateral Agent

By:  _____

Name: Blake Loweth

Title: Authorized Signatory

ANNEX I

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	BLUE PRAIRIE GROUP	3988512	07/05/2011
Cerity Partners LLC	C CERITY PARTNERS	5886867	10/15/2019
Cerity Partners LLC	EMM Wealth	5664609	01/29/2019
Cerity Partners LLC	EMM Wealth Flower Design	5664610	01/29/2019
Cerity Partners LLC	Executive Monetary Management	2578330	06/11/2002
Cerity Partners LLC	Algonquin Advisors	4021907	09/06/2011
Cerity Partners LLC	Design only	2371123	07/25/2000