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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY<br/>SECURITY AGREEMENT

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC		09/27/2022	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	HealthPlan One, LLC	
Street Address:	35 Nutmeg Drive, Suite 220	
City:	Trumbull	
State/Country:	CONNECTICUT	
Postal Code:	06611	
Entity Type:	Limited Liability Company: CONNECTICUT	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	88782532	MEDICARE MADE SIMPLE	
Serial Number:	88872598	HEALTHPLANONE	

### **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:** 8448182387

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, NEW YORK 20036

ATTORNEY DOCKET NUMBER:	1792798
NAME OF SUBMITTER:	Gabrielle Agnew
SIGNATURE:	/Gabrielle Agnew/
DATE SIGNED:	09/28/2022

**Total Attachments: 4** 

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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "Release") is executed as of September 27, 2022, by BSP Agency, LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of HealthPlan One, LLC, a Connecticut limited liability company, with an address of 35 Nutmeg Drive, Suite 220, Trumbull, Connecticut 06611 (the "Released Party"). Capitalized terms used herein and not otherwise defined have the meanings specified in the Intellectual Property Security Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Intellectual Property Security Agreement, dated as of July 16, 2020 (the "<u>Intellectual Property Security Agreement</u>"), by and between the Released Party and the Collateral Agent, the Released Party granted to the Collateral Agent, for the ratable benefit of the Collateral Agent, a security interest in all right, title or interest in or to the following assets (the "Intellectual Property Security Interest"):

- i. all Trademarks, Trademark licenses, and all renewals thereof, including those listed on <u>Schedule A</u> hereto;
- ii. all of the goodwill of the Released Party's business associated with the use of and symbolized by such Trademarks;
- iii. the right to sue for any past, present and future infringement or dilution of such Trademarks or for any injury to goodwill thereof;
- iv. all licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(together, the "Trademark Collateral");

**WHEREAS,** the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on July 17, 2020 at Reel 7001 Frame 0278;

**WHEREAS,** the Collateral Agent wishes to terminate, discharge and release the entirety of its security interest in and lien on all right, title and interest of the Released Party in and to the Trademark Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent states as follows:

The Collateral Agent hereby terminates, releases, and discharges any and all security interests and liens, including the Intellectual Property Security Interest, it has in and against the Trademark Collateral, and the Collateral Agent hereby assigns and transfers to the Released Party, without recourse or representation or warranty, express or implied, of any kind, all of its right, title and interest in and to the Trademark Collateral together with the goodwill of the business

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symbolized thereby, including, without limitation, each of the applications, publications or grants identified on Schedule A attached hereto, effective as of the date set forth above.

The Collateral Agent agrees to execute and deliver to the Released Party any and all further documents and instruments, and do any and all further acts which the Released Party (or their agents or designees) reasonably request in writing (at the Released Party's sole cost and expense) in order to confirm this Termination and Release and the Released Party's right, title and interest in, to and under the Trademark Collateral.

The Collateral Agent understands and agrees that this Release may be recorded by or for the Released Party with the United States Patent and Trademark Office or any similar office or agency within or outside the United States.

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[SIGNATURE PAGE TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**IN WITNESS WHEREOF,** the Collateral Agent has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

# **COLLATERAL AGENT:**

BSP AGENCY, LLC,

as Collateral Agent

By: Benefit Street Partners L.L.C., its Sole Member

Name: Mike Frick

Title: Authorized Signatory

# SCHEDULE A

to

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **United States Trademark Registrations and Applications**

Owner	<u>Mark</u>	Registration /	Registration /
		Application No.	Application Date
HealthPlanOne,	MEDICARE MADE	88782532	February 3, 2020
LLC	SIMPLE		
HealthPlanOne,	HEALTHPLANONE	88872598	April 15, 2020
LLC			

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RECORDED: 09/28/2022