

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814563

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APOGEM CAPITAL LLC		06/01/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pareto Captive Services, LLC		
<b>Street Address:</b>	2929 Walnut Street, Suite 1500		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>Name:</b>	Pareto Health Intermediate Holdings, Inc.		
<b>Street Address:</b>	2929 Walnut Street, Suite 1500		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5155764	MCCI	
<b>Registration Number:</b>	5243187	MEMBER COST CONTAINMENT INDEX	
<b>Serial Number:</b>	87043101	PARETO CAPTIVE SERVICES	
<b>Serial Number:</b>	87043120	PARETO HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	sharon.elkin@katten.com		
<b>Correspondent Name:</b>	Sharon Elkin, Paralegal		
<b>Address Line 1:</b>	525 W. Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Sharon Elkin		

CH \$115.00 5155764

<b>SIGNATURE:</b>	/Sharon Elkin/
<b>DATE SIGNED:</b>	06/01/2023
<b>Total Attachments: 3</b> source=Apogem Pareto UCC TM termination#page1.tif source=Apogem Pareto UCC TM termination#page2.tif source=Apogem Pareto UCC TM termination#page3.tif	

**TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT**

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT (“Release”) is made as of June 1, 2023, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC) (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Pareto Captive Services, LLC and Pareto Health Intermediate Holdings, Inc. (together, “Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of August 26, 2019 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on August 26, 2019 at Reel 6728, Frame 0624;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Upon the Termination of Obligations, Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (a) all Trademarks of such Grantor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing

2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Secured Party hereby authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

4. Secured Party hereby terminates and cancels the Security Agreement.

5. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Security Agreement Release and Reassignment to be executed as of the day and year first above written.

**APOGEM CAPITAL LLC**

By:   
Name: Dominic Storto  
Title: Director

**SCHEDULE 1**

United States Trademark Registrations:

<b>OWNER</b>	<b>TITLE</b>	<b>REGISTRATION NUMBER</b>
Pareto Captive Services, LLC	MCCI	5155764
Pareto Captive Services, LLC	Member Cost Containment Index	5243187

United States Trademark Applications:

<b>OWNER</b>	<b>TITLE</b>	<b>APPLICATION NUMBER</b>
Pareto Health Intermediate Holdings, Inc.	Pareto Captive Services	87043101
Pareto Health Intermediate Holdings, Inc.	Pareto Health	87043120