

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 7088/0567		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		11/08/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Healthcomp, LLC		
Street Address:	621 Santa Fe		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93721		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3855947	HEALTHCOMP	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	116793-0019-003		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/c murray/		
DATE SIGNED:	11/08/2023		
Total Attachments: 3			
source=Project Space - Termination and Release of Security Interest in Trademarks#page1.tif			
source=Project Space - Termination and Release of Security Interest in Trademarks#page2.tif			
source=Project Space - Termination and Release of Security Interest in Trademarks#page3.tif			

CH \$40.00 3855947

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 8, 2023 (this “Release”), is made by Wilmington Trust, National Association, as Collateral Agent and Administrative Agent for the Secured Parties (in such capacities, the “Collateral Agent”) in favor of HEALTHCOMP, LLC (the “Grantor”). All capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to them in the Trademark Security Agreement, whether directly therein, or by reference to another agreement.

WHEREAS, reference is made to (a) the Credit Agreement, dated as of October 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), among TPA Intermediate, LLC (“Holdings”), HealthComp Holding Company, LLC (the “Borrower”), the Lenders party thereto, the Collateral Agent and the other Persons party thereto, and (b) the Security Agreement, dated as of October 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), among Holdings, the Borrower, the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, the Grantor is an Affiliate of the Borrower and entered into the Security Agreement in order to induce the Lenders to make the Loans, and pursuant to the Security Agreement, Grantor executed and delivered in favor of the Collateral Agent that certain Trademark Security Agreement, dated as of October 27, 2020 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (the “USPTO”) on October 27, 2020 at Reel 7088, Frame 0567;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted and pledged to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A attached hereto; and

WHEREAS, the Grantor and the Collateral Agent desire that the Collateral Agent terminate its Security Interest in the Trademark Collateral.

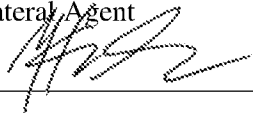
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (a) terminates the Trademark Security Agreement, (b) irrevocably terminates, cancels, discharges, and releases the Security Interest in the Trademark Collateral, and (c) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Collateral Agent or representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral) is hereby authorized to record this Release with the USPTO at the Grantor’s expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**WILMINGTON TRUST,
NATIONAL ASSOCIATION**, as
Collateral Agent

By:  _____

—
Name: Melinda Valentine
Title: Vice President

Schedule A

TRADEMARKS

Trademark	Jurisdiction	Reg. No./Date	Owner
HEALTHCOMP	U.S.	3,855,947/October 5, 2010	HealthComp, LLC