

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 7123/0336		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		01/23/2024	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	CONNECTCARE3, LLC		
Street Address:	201 E. Oregon Road, Suite 100		
City:	Lititz		
State/Country:	PENNSYLVANIA		
Postal Code:	17543		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4513902	CONNECTCARE 3	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9686		
Email:	ypan@proskauer.com		
Correspondent Name:	Kathryn S. Buckley		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	70578.040		
NAME OF SUBMITTER:	Kathryn S. Buckley		
SIGNATURE:	/Kathryn S. Buckley/		
DATE SIGNED:	01/23/2024		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 23, 2024 (“**Release**”), is made by ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Agent**”) in favor of CONNECTCARE3, LLC, a Pennsylvania limited liability company (“**Company**”).

WHEREAS, pursuant to that certain Credit Agreement dated as of December 4, 2020 (as amended by that certain First Amendment to Credit Agreement, dated as of January 5, 2023, that certain Second Amendment to Credit Agreement, dated as of May 9, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”), entered into by and among Benecon Midco I LLC, a Delaware limited liability company (“**Holdco Guarantor**”), Benecon Midco II LLC, a Delaware limited liability company (the “**Borrower**”), the Lenders party thereto from time to time, the Issuing Banks party thereto from time to time, Ares Capital Corporation, as Administrative Agent and Collateral Agent and Ares Capital Management LLC and Varagon Capital Partners, L.P. as Joint Lead Arrangers and Joint Bookrunners, the Lenders agreed to extend certain term and revolving loans to the Borrower;

WHEREAS, pursuant to the Credit Agreement, the Borrower, Holdco Guarantor, the other Grantors (as defined in the Security Agreement) party thereto from time to time and the Collateral Agent entered into that certain Security Agreement dated as of December 4, 2020 (the “**Security Agreement**”), whereby Company granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain Collateral;

WHEREAS, pursuant to the Security Agreement, Company executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Trademark Security Agreement, dated as of December 4, 2020 (the “**Trademark Security Agreement**”), under which Company granted to Collateral Agent a security interest in all of Company’s rights, priorities, and privileges relating to the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on December 4, 2020 at Reel 7123 Frame 0336.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Company agree as follows:

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

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

- (a) terminates, cancels, discharges, and releases the security interest in Company’s rights, priorities and privileges relating to all Trademark Collateral thereof granted pursuant to the Security Agreement or Trademark Security Agreement, including the following:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Company, or thereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Exhibit A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of Company’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing; and

(b) authorizes the recordation of this Release with the USPTO at Company’s expense.

SECTION 3. Choice of Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 4. Counterparts; Electronic Signatures. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Release by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Release.

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

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Mark Affolter
Title: Authorized Signatory

EXHIBIT A

Trademarks

<u>Company</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
ConnectCare3, LLC	ConnectCare 3	4513902	April 15, 2014