

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI113992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barings Finance LLC, as Administrative Agent		03/22/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Employer Health Innovation Roundtable, LLC		
Street Address:	225 South 6th Street, Suite 2800		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6121748	EHIR	
Registration Number:	6121749	EHIR	
Registration Number:	6121750	HPIR	
Registration Number:	6121751	HPIR	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	(214)981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	034632-30760		
NAME OF SUBMITTER:	CHARNELLE CLARK		
SIGNATURE:	CHARNELLE CLARK		
DATE SIGNED:	03/22/2024		

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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 March 22, 2024 (“Release”), is made by Barings Finance LLC, as administrative agent (in such capacity, the “Agent”) in favor of Employer Health Innovation Roundtable, LLC, a Minnesota limited liability company (the “Grantor”).

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of January 10, 2020 (as amended by the First Amendment, dated as of September 22, 2020, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), W50 Holdings, LLC, a Delaware limited liability company, World 50, Inc., a Delaware corporation, the other Guarantors party thereto from time to time and the Agent, as Administrative Agent and Swing Line Lender, and each lender from time to time party thereto;

WHEREAS, pursuant to that certain Security Agreement, dated as of January 10, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor in favor of the Agent, the Grantor granted to the Agent a continuing security interest in any and all right, title and interest of such Grantor in and to trademarks (the “Trademark Collateral”);

WHEREAS, pursuant to the Trademark Security Agreement, dated as of January 22, 2021 (the “Trademark Security Agreement” and, together with the Security Agreement, the “Agreements”), by and between Grantor and the Agent, Grantor granted to the Agent, a continuing security interest in any and all right, title and interest of such Grantor in and to certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 22, 2021 at Reel 7244, Frame 0391; and

WHEREAS, Grantor has satisfied the terms of the Trademark Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, and Grantor 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. The Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

- (a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of Grantor in and to, all of the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (b) reassigns, grants and conveys to Grantor any and all of the Agent’s right, title and interest in and to the Trademark Collateral; and

(c) authorizes the recordation of this Release with the USPTO at the Grantor's expense.

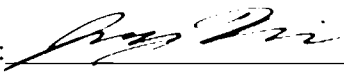
SECTION 3. Further Actions. The Agent agrees to take all further actions, and provide to Grantor and its respective successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purpose of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regarding to conflicts of law principles.

[Signature Page Follows]

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

BARINGS FINANCE LLC, as Agent

By:  _____

Name: Jeremy Henrich

Title: Managing Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Owner	Reg. No.	Trademark
Employer Health Innovation Roundtable, LLC	6,121,748	EHIR
Employer Health Innovation Roundtable, LLC	6,121,749	E H I R (AND DESIGN)
Employer Health Innovation Roundtable, LLC	6,121,750	HPIR
Employer Health Innovation Roundtable, LLC	6,121,751	HPIR (AND DESIGN)