

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Certain Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/29/2017	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Breakaway Healthcare and Life Sciences, LLC		
Street Address:	5690 DTC Boulevard, Suite 400E		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3827947	THE BREAKAWAY GROUP HEALTHCARE IT ADOPTI	
Registration Number:	3827946	THE BREAKAWAY GROUP	
Registration Number:	3827945	THE BREAKAWAY GROUP	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	09/29/2017		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 29, 2017

- Assignment
- Security Agreement
- Other: Release of Security Interest in Certain Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Breakaway Healthcare and Life Sciences, LLC

Street Address: 5690 DTC Boulevard, Suite 400E

City: Greenwood Village

State: CO

Country: USA Zip: 80111

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other: LLC Citizenship USA-CO

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

September 29, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS** (this “Release”), dated as of September 29, 2017 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Agent”) for the Secured Parties, in favor of Breakaway Healthcare and Life Sciences, LLC (the “Grantor”).

WHEREAS, Conduent Business Services, LLC (f/k/a Xerox Business Services, LLC), a Delaware limited liability company (“Conduent”), the Agent and the other parties thereto entered into that certain Credit Agreement, dated as of December 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Conduent, the Grantor, the Agent and the other parties thereto entered into that certain Security Agreement, dated as of December 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Conduent pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of Conduent’s right, title and interest in, to or under the trademarks set forth in Schedule I hereto (“Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, Conduent executed and delivered a Trademark Security Agreement, dated as of May 4, 2017 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2017 at Reel/Frame 6052/0790;

WHEREAS, Conduent and the Grantor entered into that certain Assignment, dated as of September 25, 2017 (the “Assignment”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Assignment was recorded with the United States Patent and Trademark Office on September 25, 2017 at Reel/Frame 6159/0956;

WHEREAS, pursuant to the Assignment, Conduent assigned all of its right, title and interest in, to or under the Trademark Collateral to the Grantor; and

WHEREAS, pursuant to that certain Confirmation of Release of Liens and Termination of Guarantee, dated as of September 29, 2017, entered into by the Agent, as Administrative Agent and as Collateral Agent, the Grantor and certain other parties thereto, the Agent has agreed to release the security interest granted to the Agent in and to the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

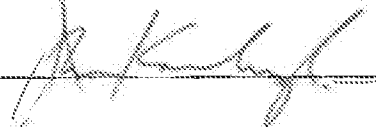
2. Release and Termination. The Agent, without representation or warranty of any kind, on behalf of the Secured Parties, hereby terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest the Agent may have in, to or under the Trademark Collateral. For clarity, the Agent is only terminating, releasing and discharging its security interest in the trademarks set forth in Schedule I hereto, and all other security interests granted to the Agent with respect to all other collateral pursuant to the Security Agreement and the Trademark Security Agreement shall continue in full force and effect, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

3. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JPMORGAN CHASE BANK, N.A., acting in
its capacity as Agent for the Lenders**

By:  _____

Name: John G. Kowalczyk

Title: Executive Director

Trademark Registrations

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Breakaway Healthcare and Life Sciences, LLC	THE BREAKAWAY GROUP HEALTHCARE IT ADOPTION. FAST	77902111 12/29/2009	3827947 08/03/2010
2.	Breakaway Healthcare and Life Sciences, LLC	THE BREAKAWAY GROUP	77902108 12/29/2009	3827946 08/03/2010
3.	Breakaway Healthcare and Life Sciences, LLC	THE BREAKAWAY GROUP	77902103 12/29/2009	3827945 08/03/2010

[Schedule I to Conduent Trademark Release]