

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APOGEM CAPITAL LLC, as administrative (successor by appointment by Madison Capital Funding LLC)		03/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IOA RE, LLC		
Street Address:	190 West Germantown Pike		
City:	East Norriton		
State/Country:	PENNSYLVANIA		
Postal Code:	19401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90590385	ROCKPORT BENEFITS	
Serial Number:	90590426	ROCKPORT BENEFITS	
Registration Number:	2349133	PROFESSIONAL RESOURCE NETWORK	
Registration Number:	1496163	IOA RE	
Registration Number:	1501608	IOA RE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Avi Tennenberg		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	A. Tennenberg-42940.0003		
NAME OF SUBMITTER:	Avi Tennenberg		
SIGNATURE:	/Avi Tennenberg/		

CH \$140.00 90590385

DATE SIGNED:	03/02/2023
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Total Attachments: 4
source=apogem elmc trademark release (ioa) executed 2023#page1.tif
source=apogem elmc trademark release (ioa) executed 2023#page2.tif
source=apogem elmc trademark release (ioa) executed 2023#page3.tif
source=apogem elmc trademark release (ioa) executed 2023#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of March 2, 2023, by APOGEM CAPITAL LLC, in its capacity as administrative agent for the Lenders (as successor by appointment by Madison Capital Funding LLC, in such capacity “Agent”), in favor of IOA RE, LLC, a Delaware limited liability company (the “Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Agent, Grantor entered into that certain Guarantee and Collateral Agreement, dated as of March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantor, the other Grantors party thereto from time to time and Agent, for its benefit and the ratable benefit of the Lenders, a security interest in and Lien upon all of Grantor’s Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor was required to execute and deliver to Agent for the benefit of itself and the Lenders, the Trademark Security Agreement (as defined below);

WHEREAS, Agent and the Grantor were parties to that certain Trademark Security Agreement, dated as of March 31, 2022 (the “Trademark Security Agreement”), pursuant to which the Grantor granted, to Agent, for the benefit of itself and the Lenders, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I attached hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 31, 2022, at Reel 7676, Frame 0773; and

WHEREAS, Agent has agreed to release the entirety of its Security Interest in the Trademark Collateral and reassign the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Release of Security Interest in Trademark Collateral. Agent hereby releases, cancels, terminates and discharges its Security Interest in and Lien upon Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter adopted, acquired or arising, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof (collectively, the “Trademark Collateral”):

a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers arising under the laws of the United States, and all goodwill associated therewith, now

existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto, including, without limitation, those United States trademark registrations and applications referred to on Schedule A annexed hereto; and

b. the right to obtain all renewals thereof.

3. Reassignment of Trademark Collateral. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to the Trademark Collateral.

4. Further Assurances. Agent hereby (i) agrees, at Grantor's sole expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby and (ii) authorizes the Grantor or any of its designees to record this Release with the United States Patent and Trademark Office and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Agent authorizes and requests that the United States Patent and Trademark Office record this Release..

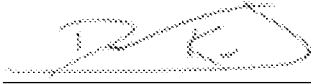
5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, other than conflicts of law provisions, except as required by mandatory provisions of law.

6. Miscellaneous. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

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IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the date first set forth above.

APOGEM CAPITAL LLC, as Agent

By: 
Name: David Kelly
Title: Director

SCHEDULE I

Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
ROCKPORT BENEFITS	90590385	3/19/21	N/A	N/A	IOA Re, LLC
 ROCKPORT BENEFITS	90590426	3/19/21	N/A	N/A	IOA Re, LLC
PROFESSIONAL RESOURCE NETWORK	75369187	10/6/97	2349133	5/9/00	IOA Re, LLC
IOA RE	73696972	11/23/87	1496163	7/12/88	IOA Re, LLC
 RE	73693723	11/5/87	1501608	8/23/88	IOA Re, LLC