OP \$65.00 2064846

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM466437

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | Trademark Release |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-------------------------------------|
| BMO Harris Bank N.A., as Agent | | 03/20/2018 | National Association: UNITED STATES |

RECEIVING PARTY DATA

| Name: | Clearent, LLC | |
|-----------------|-------------------------------------|--|
| Street Address: | 222 S. Central Avenue, Suite 700 | |
| City: | Clayton | |
| State/Country: | MISSOURI | |
| Postal Code: | 63105 | |
| Entity Type: | Limited Liability Company: MISSOURI | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 2064846 | SPOT |
| Serial Number: | 87580428 | SPOT |

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@clarivate.com

Correspondent Name: Laura L. Dunn

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

| NAME OF SUBMITTER: | Laura L. Dunn |
|--------------------|-----------------|
| SIGNATURE: | /Michael Barys/ |
| DATE SIGNED: | 03/20/2018 |

Total Attachments: 6

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TRADEMARK REEL: 006296 FRAME: 0625

TRADEMARK RELEASE CLEARENT SOFTWARE HOLDINGS, LLC

TRADEMARK
REEL: 006296 FRAME: 0626

Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

| To the Director of the U. S. Patent and Trademark Office: Pleas | se record the attached documents or the new address(es) below. | | |
|---|---|--|--|
| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? | | |
| BMO Harris Bank N.A., as Agent | Name: Clearent Software Holdings, LLC | | |
| ☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: | Street Address: 222 S. Central Avenue, Suite 700 City: Clayton State: Missouri | | |
| ☐ Other National Association Citizenship (see guidelines) United States Additional names of conveying parties attached? ☐ Yes ☐ No | Country:USA Zip: 63105 Individual(s) Citizenship Association Citizenship | | |
| 3. Nature of conveyance/Execution Date(s): Execution Date(s) March 20, 2018 Assignment Merger Security Agreement Change of Name Other Trademark Release | Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other LLC Citizenship Missouri 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 A. Trademark Application No.(s) See Schedule A | B. Trademark Registration No.(s) See Schedule A 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:Laura L. Dunn | 6. Total number of applications and registrations involved: | | |
| Internal Address: Chapman and Cutler LLP | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ | | |
| Street Address: 111 West Monroe Street | Authorized to be charged to deposit account Enclosed | | |
| City:Chicago | 8. Payment Information: | | |
| State: Illinois Zip: 60603 | | | |
| Phone Number: 312-845-3408 | Deposit Account Number | | |
| Docket Number:Email Address: dunn@chapman.com/ | Authorized User Name | | |
| 9. Signature: Allera Lunn, for Chapt | man and Cutler LLP March 20, 2018 | | |
| Signature | Date | | |
| Laura L. Dunn, Paralegal Name of Person Signing | Total number of pages including cover sheet, attachments, and document: 5 | | |
| Maine of Person Signing | | | |

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

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination") is dated as of March 20, 2018 and made by BMO Harris Bank N.A., in its capacity as administrative agent for itself and the other Credit Parties pursuant to the Security Agreement referred to below and as the Grantee (as defined in the Trademark Security Agreement) (together with its successors and assigns in such capacities, the "Administrative Agent") to Clearent Software Holdings, LLC, a Missouri limited liability company (the "Grantor").

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of January 2, 2018, by the Grantor in favor of the Administrative Agent (the "<u>Trademark Security Agreement</u>") and (ii) that certain Pledge and Security Agreement, dated as of January 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), by and among, *inter alios*, the Grantor and the Administrative Agent, a lien on and security interest in all right, title and interest in and to any and all of the Grantor's rights (the "<u>Interests</u>") in certain collateral then owned or thereafter acquired by such Grantor was granted by the Grantor to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Interests in the Trademark Collateral were recorded in the United States Patent and Trademark Office on January 3, 2018 in Reel 6241, Frame 0367; and

WHEREAS, the Administrative Agent acknowledges full performance by the Grantor of the Secured Obligations and accordingly the Administrative Agent now desires to terminate and release the Interests in the Trademark Collateral and to reconvey any and all rights in the Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the Administrative Agent, on behalf of itself and the Credit Parties, hereby states as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>" shall mean all right, title and interest in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof as listed on <u>Schedule A</u> hereto, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Secured Obligations. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- 2. <u>Release of Security Interest</u>. The Administrative Agent, on behalf of itself and the other Credit Parties, hereby terminates the Trademark Security Agreement and terminates, releases and discharges the Interests in the Trademark Collateral, and re-assigns to Grantor any and all other right, title or interest the Administrative Agent or any Credit Party may have in, to or under the Trademark Collateral without recourse, representation or warranty (either express or implied). Any Interest or other right, title or interest of the Administrative Agent or any Credit Party in such Trademark Collateral shall hereby cease and become void.

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The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Interests of the Administrative Agent in the Trademark Collateral. The Administrative Agent agrees to execute and deliver to the Grantor (at the Grantor's expense) and their respective successors, assigns or other legal representatives, all other instruments and other documents as may be reasonably requested by the Grantor to release the Interests in the Trademark Collateral which had been granted under the Trademark Security Agreement and the Security Agreement.

This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BMO HARRIS BANK N.A., as the Administrative Agent

Name: David Check Title: Director

SCHEDULE A

FEDERAL TRADEMARK REGISTRATIONS

| OWNER | MARKS | REG. NO. | GRANTED |
|----------------------------------|-------|-----------|--------------|
| Clearent Software Holdings, LLC. | SPOT | 2,064,846 | May 27, 1997 |

PENDING FEDERAL TRADEMARK APPLICATIONS

| OWNER | MARKS | APPLICATION NO. | FILING DATE |
|----------------------------------|-------|-----------------|-----------------|
| Clearent Software Holdings, LLC. | SAGT | 87/580,428 | August 23, 2017 |

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TRADEMARK REEL: 006296 FRAME: 0631

RECORDED: 03/20/2018