

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/20/2012	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affinity Insurance Services, LLC		
Street Address:	701 B Street, 6th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2474968	TRIBAL FIRST	
Registration Number:	2548768	TRIBAL 1ST	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	daniel.cote@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
Signature:	/daniel cote thomsonreuters/		
Date:	12/21/2012		

OP \$65.00 2474968

Total Attachments: 5

source=TM Release (Affinity Insurance Services LLC)#page1.tif

source=TM Release (Affinity Insurance Services LLC)#page2.tif

source=TM Release (Affinity Insurance Services LLC)#page3.tif

source=TM Release (Affinity Insurance Services LLC)#page4.tif

source=TM Release (Affinity Insurance Services LLC)#page5.tif

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) December 20, 2012

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Affinity Insurance Services, LLC

Street Address: 701 B Street, 6th Floor

City: San Diego

State: CA

Country: USA Zip: 92101

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

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

B. Trademark Registration No.(s) _____

See Schedule I

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) 314-2529

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 2

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

December 20, 2012
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 TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS this “Release”) is made as of December 20, 2012 and granted by JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the “Agent”) pursuant to the Grant of First Lien Security Interest in Trademark Rights dated as of January 26, 2006, between Affinity Insurance Services, LLC (the “Pledgor”) and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Pledgor granted to the Agent a continuing first lien security interest in, and a right of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand (the “Security Interest”), all of the Pledgor’s right, title and interest in, to and under the Trademarks including those set forth on Schedule I hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS the Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office on February 6, 2006 at Reel 3240 and Frame 0915;

WHEREAS, the Agent acknowledges full performance of the Obligations under the Security Agreement and accordingly has agreed to release its Security Interest in the Trademark Collateral, and all Goodwill associated with such Trademarks and all Proceeds relating thereto, set forth in Schedule I hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Pledgor any and all goodwill, rights, title, interest, liens and security interests it has against the Trademark Collateral, including, but not limited to, the Security Interest in the Trademark Collateral, without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Pledgor, including, but not limited to, any and all rights to sue for and collect damages for past infringements.

The Agent hereby authorizes the Pledgor, or the Pledgor’s authorized representatives to: (a) record this Release with the USPTO 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 security interest of the Agent in the Trademark Collateral.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,
as Agent

By: Kristen M. Murphy
Name: Kristen M. Murphy
Title: Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 004927 FRAME: 0285

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Affinity Insurance Services LLC	2474968	TRIBAL FIRST
Affinity Insurance Services LLC	2548768	TRIBAL 1ST

Trademark Applications:

None.