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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM347857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NXT CAPITAL, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Aggressive Insurance Services, L.L.C.	
Street Address:	4500 FULLER DRIVE	
City:	IRVING	
State/Country:	TEXAS	
Postal Code:	75038	
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3426514	AGGRESSIVE INSURANCE

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: Attn Hayley Smith, Sr. Legal Assistant

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35173-352 (HS)	
NAME OF SUBMITTER:	Hayley Smith	
SIGNATURE: //Hayley Smith//		
DATE SIGNED:	07/13/2015	

Total Attachments: 3

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TRADEMARK REEL: 005575 FRAME: 0719

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 30, 2015, by NXT CAPITAL, LLC ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Aggressive Insurance Services, L.L.C., a Texas limited liability company ("<u>Grantor</u>"), Secured Party and the other parties thereto entered into that certain Guarantee and Collateral Agreement, dated as of March 3, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Collateral Agreement</u>") which required the parties to enter into the Security Agreement (defined below);

WHEREAS, Grantor and Secured Party were parties to that certain Trademark Security Agreement dated as of March 3, 2014 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Collateral Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 4, 2014, at Reel 5229, Frame 0053;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks (as defined in the Security Agreement) and other Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Secured Party hereby, on behalf of itself and the Lenders, terminates the Security Agreement and releases its security interest in all of Grantor's right, title and interest in and to the following, together with the goodwill of the business symbolized thereby (collectively the "<u>Trademark Collateral</u>"):
 - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business conducted with the use of, and symbolized by, each Trademark; and
 - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 2. Secured Party hereby, on behalf of itself and the Lenders, reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all right, title and interest in and to the Trademarks and the other Trademark Collateral that Secured Party may have.

[Signature Page Follows]

TRADEMARK REEL: 005575 FRAME: 0720 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed, on behalf of itself and the Lenders, as of the day and year first above written.

NXT CAPITAL, LLC

By: Andrea Tunick

Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark		
Aggressive Insurance ®	3426514	5/13/08

Trademark Applications

None.

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RECORDED: 07/13/2015

TRADEMARK REEL: 005575 FRAME: 0722