

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351465

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macquarie US Trading LLC		08/14/2015	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Alliant Insurance Services, Inc.
Street Address:	701 B Street, 6th Floor
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	CORPORATION: DELAWARE
Name:	Deep South Surplus, Inc., a Louisiana Corporation
Street Address:	7701 Las Colinas Ridge, Suite 600
City:	Irving
State/Country:	TEXAS
Postal Code:	75063
Entity Type:	CORPORATION: LOUISIANA
Name:	American Benefits Consulting LLC, a New York Limited Liability Company
Street Address:	99 Park Avenue, 25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4682203	HIP
Registration Number:	3176497	DEEP SOUTH
Registration Number:	3176496	
Registration Number:	4144414	ADDED BENEFITS
Registration Number:	4534144	BEN-IQ
Registration Number:	4500371	S

OP \$165.00 4682203

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@thomsonreuters.com**Correspondent Name:** Elaine Carrera, Legal Assistant**Address Line 1:** 80 Pine Street**Address Line 2:** c/o Cahill Gordon & Reindal LLP**Address Line 4:** New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	08/14/2015
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Total Attachments: 6

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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):

Macquarie US Trading LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC-IL

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) August 14, 2015

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: Alliant Insurance Services, Inc.

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 USA-DE
☐ Other _____ Citizenship _____

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:

6

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

August 14, 2015

Date

Elaine Carrera

Name of Person Signing

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

6

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

**TRADEMARK
REEL: 005599 FRAME: 0772**

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Deep South Surplus, Inc., a Louisiana Corporation
7701 Las Colinas Ridge, Suite 600
Irving, TX 75063
Citizenship – USA – LA

American Benefits Consulting LLC, a New York Limited Liability Company
99 Park Avenue, 25th Floor
New York, NY 10016
Citizenship – USA – NY

RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND) (this “Release”), dated as of August 14, 2015 (the “Effective Date”), is made by Macquarie US Trading LLC, in its capacity as Collateral Agent (the “Agent”), in favor of the Grantors (as defined below) identified on the signature page hereto.

WHEREAS, pursuant to that certain Security Agreement, dated as of December 20, 2012, by and among JPMorgan Chase Bank, N.A. (the “Predecessor Agent”), predecessor in interest to the Agent, the grantors party thereto (the “Original Grantors”) and certain other parties thereto, as supplemented by that certain Security Agreement Supplement, dated as of February 2, 2015, by and among the Agent and the grantors party thereto (each a “New Grantor” and together with the Original Grantors, the “Grantors”) (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the New Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of February 2, 2015 (the “Second Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 4, 2015 at Reel/Frame 5452/0967; and

NOW, THEREFORE, for 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 Second Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Second Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Second Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors. Any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Second Trademark Security Agreement.
4. Further Assurances. The Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office and agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. 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.

[Remainder of page intentionally left blank]

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

**MACQUARIE US TRADING LLC, acting in
its capacity as collateral agent for the Lenders**

By: 

Name:

Joshua Karlin

Title:

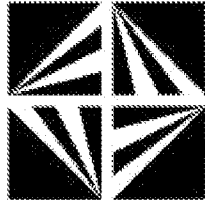
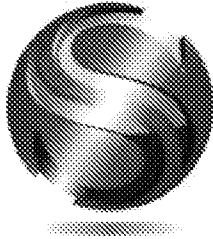
Authorized Signatory

 **Anita Chiu**

Associate Director

SCHEDULE I

U.S. Trademark Registrations and Applications

Recorded on February 4, 2015 at Reel/Frame 5452/0967			
Trademark	App. No./Reg. No.	Filing Date	Owner
HIP	4,682,203	7/21/2014	Alliant Insurance Services, Inc.
DEEP SOUTH	3,176,497	11/28/2006	Deep South Surplus, Inc.
	3,176,496	11/28/2006	Deep South Surplus, Inc.
ADDED BENEFITS	4,144,414	5/15/12	American Benefits Consulting LLC
BEN-IQ	4,534,144	5/20/2014	Alliant Insurance Services, Inc.
	4,500,371	3/25/2014	Alliant Insurance Services, Inc.