TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM351464

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:	Franey Muha Alliant Insurance Services, Inc.		
Street Address:	701 B Street, 6th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	CORPORATION: MARYLAND		
Name:	Alliant Insurance Services, Inc., a Delaware Corporation		
Street Address:	701 B Street, 6th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	CORPORATION: DELAWARE		
Name:	Alliant Insurance Services, LLC, a California Limited Liability Company		
Street Address:	701 B Street, 6th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
Name:	Alliant Services Houston, Inc., a New York Corporation		
Street Address:	701 B Street, 6th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	CORPORATION: NEW YORK		
Name:	Kelter Alliant Insurance Services, Inc. (beneficially owned by Alliant Insurance Services, Inc.), a Michigan Corporation		
Street Address:	701 B Street, 6th Floor		
City:	San Diego		
	TRADEMARK		

REEL: 005599 FRAME: 0798 900334414

State/Country:	CALIFORNIA	
Postal Code:	92101	
Entity Type:	CORPORATION: MICHIGAN	
Name:	Strategic HR Services (benefically owned by Strategic HR Services, Inc.), a California Corporation	
Street Address:	701 B Street, 6th Floor	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92101	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1702121	CONSERVE-A-NATION
Registration Number:	2568330	PEPIP
Registration Number:	2474968	TRIBAL FIRST
Registration Number:	1763236	VOLUNTARY BENEFITS PLAN
Registration Number:	3627495	FLEXLAW
Registration Number:	4379280	SUREMERICA
Serial Number:	85670261	ALLIANTCONNECT
Serial Number:	85664551	ALLIANTCONNECT
Serial Number:	85664575	ALLIANTCONNECT
Registration Number:	4223128	COMPREHENSIVE EXECUTIVE LIABILITY SOLUTI
Registration Number:	4227407	CELS
Registration Number:	4060784	BOARDWISE
Registration Number:	4060785	BOARDWISE
Registration Number:	3869211	123OCP
Registration Number:	2881424	PEPIP USA PUBLIC ENTITY PROPERTY INSURAN
Registration Number:	3111985	PROTECTION ADVANTAGE
Registration Number:	3669422	CLARITY
Registration Number:	3317732	CLEARADVANTAGE
Registration Number:	3218094	CLEARSOURCE
Registration Number:	3589659	PROQUEST
Registration Number:	3731089	STRATEGIC HR
Registration Number:	2770646	STRATEGIC HR SERVICES

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

SIGNATURE: /Michael Barys/

DATE SIGNED: 08/14/2015

Total Attachments: 7

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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: Plea	se record the attached documents or the new address(es) below.	
Name of conveying party(les): Macquarie US Trading LLC	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: Franey Muha Alliant Insurance Services, Inc.	
Individual(s) Association	Street Address: 701 B Street, 6th Floor	
Partnership Limited Partnership	City: San Diego	
Corporation- State:	State: CA	
X Other LLC-IL	Country:USA Zip: 92101	
Citizenship (see guidelines) USA	Individual(s) Citizenship	
Additional names of conveying parties attached? Yes No		
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship	
Execution Date(s) August 14, 2015	Limited Partnership Citizenship	
	Corporation Citizenship USA-MD	
	Other Citizenship	
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No	
Other Release of Security Interest	Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and A Trademark Application No.(s) Text	d identification or description of the Trademark. B. Trademark Registration No.(s)	
7 C Fradoritate Application Pro-(c)	See Schedule I	
See Schedule I	Additional sheet(s) attached? Yes No	
C. Identification or Description of Trademark(s) (and Filing		
· · · · · · · · · · · · · · · · · · ·		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:	
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	☐ Authorized to be charged to deposit account ☐ Enclosed	
City: New York	8. Payment Information:	
State: NY Zip: 10005		
Phone Number: (212) 701-3365	Daniel Assessment Museulan	
Docket Number:	Deposit Account Number	
Email Address; ecarrera@cahill.com	Authorized User Name	
9. Signature: Spaine Can	lla August 14, 2015	
Signature	Date	
Elaine Carrera	Total number of pages including cover sheet, attachments, and document: 7	
Name 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

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Alliant Insurance Services, Inc., a Delaware Corporation 701 B Street, 6th Floor San Diego, CA 92101 Citizenship – USA – DE

Alliant Insurance Services, LLC, a California Limited Liability Company 701 B Street, 6th Floor San Diego, CA 92101 Citizenship – USA – CA

Alliant Services Houston, Inc., a New York Corporation 701 B Street, 6th Floor San Diego, CA 92101 Citizenship – USA – NY

Kelter Alliant Insurance Services, Inc. (beneficially owned by Alliant Insurance Services, Inc.), a Michigan Corporation 701 B Street, 6th Floor San Diego, CA 92101 Citizenship – USA – MI

Strategic HR Services (beneficially owned by Strategic HR Services, Inc.), a California Corporation 701 B Street, 6th Floor San Diego, CA 92101 Citizenship – USA – CA

RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST) (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 "<u>Predecessor Agent</u>"), predecessor in interest to the Agent, the grantors party thereto (each an "<u>Original Grantor</u>") 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 (together with the Original Grantors, the "<u>Grantors</u>") (as amended, amended and restated, or otherwise modified from time to time, the "<u>Security Agreement</u>"), 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 Original Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of December 20, 2012 (the "<u>First Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Successor Agency Agreement, dated as of February 2, 2015, by and among the Predecessor Agent, as the resigning administrative agent and resigning collateral agent, the Agent, as the successor administrative agent and the successor collateral agent, and the other parties party thereto, the Predecessor Agent and the Agent executed a Notice of Succession of Agency (the "Trademark Assignment"), dated as of February 2, 2015, by which the Predecessor Agent transferred its security interest under the First Trademark Security Agreement to the Agent;

WHEREAS, the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 24, 2012 at Reel/Frame 4928/0355 and the Trademark Assignment was recorded with the United States Patent and Trademark Office on February 3, 2015 at Reel/Frame 5452/0836; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. 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 First 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 First 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 First 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. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the First Trademark Security Agreement.

- 4. <u>Further Assurances</u>. 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. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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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

Name:

Joshua Karlin

Title:

Authorized Signatory

Anita Chiu Associate Director

[Signature Page to Release of Security Interest in Trademarks (First)]

SCHEDULE I

U.S. Trademark Registrations and Applications

Recorded on December 24, 2012 at Reel/Frame 4928/0355			
RECORD OWNER	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE	TRADEMARK
Franey Muha Alliant	74200746	1702121	CONSERVE-A-NATION
Insurance Services, Inc.	04-SEP-1991	21-JUL-1992	
Alliant Insurance	76097022	2568330	PEPIP
Services, Inc.	25-JUL-2000	07-MAY-2002	
Alliant Insurance	75721293	2474968	TRIBAL FIRST
Services, LLC	04-JUN-1999	07-AUG-2001	
Alliant Services Houston,	74183208	1763236	VOLUNTARY BENEFITS PLAN
Inc.	08-JUL-1991	06-APR-1993	
Alliant Insurance	77065400	3627495	FLEXLAW
Services, Inc.	15-DEC-2006	26-MAY-2009	
Alliant Insurance	85791038	4379280	SUREMERICA
Services, Inc.	29-NOV-2012	06-AUG-2013	
Alliant Insurance Services, Inc.	85670261 06-JUL-2012		ALLIANTCONNECT
Alliant Insurance Services, Inc.	85664551 28-JUN-2012		ALLIANTCONNECT
Alliant Insurance Services, Inc.	85664575 28-JUN-2012		ALLIANTCONNECT
Alliant Insurance	85425023	4223128	COMPREHENSIVE EXECUTIVE LIABILITY SOLUTION
Services, Inc.	16-SEP-2011	09-OCT-2012	
Alliant Insurance	85425039	4227407	CELS
Services, Inc.	16-SEP-2011	16-OCT-2012	
Alliant Insurance	77982603	4060784	BOARDWISE
Services, Inc.	21-OCT-2009	22-NOV-2011	
Alliant Insurance	77982604	4060785	BOARDWISE
Services, Inc.	21-OCT-2009	22-NOV-2011	
Alliant Insurance	77814511	3869211	123OCP
Services, Inc.	27-AUG-2009	02-NOV-2010	

Recorded on December 24, 2012 at Reel/Frame 4928/0355			
RECORD OWNER	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE	TRADEMARK
Alliant Insurance Services, Inc.	78218385 24-FEB-2003	2881424 07-SEP-2004	PEPIP USA PUBLIC ENTITY PROPERTY INSURANCE PROGRAM
Alliant Services Houston, Inc.	78675219 21-JUL-2005	3111985 04-JUL-2006	PROTECTION ADVANTAGE
Alliant Insurance Services, Inc.	78663529 05-JUL-2005	3669422 18-AUG-2009	CLARITY
Alliant Insurance Services, Inc.	78880537 10-MAY-2006	3317732 23-OCT-2007	CLEARADVANTAGE
Alliant Insurance Services, Inc.	78912697 20-JUN-2006	3218094 13-MAR-2007	CLEARSOURCE
Kelter Alliant Insurance Services, Inc. (beneficially owned by Alliant Insurance Services, Inc.)	77211107 20-JUN-2007	3589659 17-MAR-2009	PROQUEST
Strategic HR Services (beneficially owned by Strategic HR Services, Inc.)	77746607 28-MAY-2009	3731089 29-DEC-2009	STRATEGIC HR
Strategic HR Services (beneficially owned by Strategic HR Services, Inc.)	76153041 24-OCT-2000	2770646 07-OCT-2003	STRATEGIC HR SERVICES STRATEGIC HR SERVICES STRAT

RECORDED: 08/14/2015