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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM353437

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		08/31/2015	CORPORATION: DELAWARE

### **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	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2568330	PEPIP	
Registration Number:	2881424	PEPIP USA PUBLIC ENTITY PROPERTY INSURAN	

### CORRESPONDENCE DATA

**Fax Number:** 2129096836

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:** 212-909-6000

**Email:** trademarks@debevoise.com

Correspondent Name: Matthew M. Delja, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise. & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	20886-1037
NAME OF SUBMITTER:	Matthew M. Delja
SIGNATURE:	/Matthew M. Delja/
DATE SIGNED:	09/01/2015

### **Total Attachments: 3**

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> TRADEMARK REEL: 005612 FRAME: 0859

# TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Second Lien Security Interest in Trademarks (the "Release") is executed as of August 31, 2015, by WILMINGTON TRUST COMPANY, as Collateral Agent for the several banks and other financial institutions (the "Lenders") under the Second Lien Credit Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of Alliant Insurance Services, Inc., successor in interest to Driver Alliant Insurance Services, Inc. ("Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Second Lien Credit Agreement, the Guarantee and Collateral Agreement, and the Trademark Security Agreement referred to below.

WHEREAS, the Grantor and certain other subsidiaries of the Borrower entered into that certain Second Lien Credit Agreement dated as of November 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Alliant Holdings II, Inc., the Collateral Agent and the other parties thereto and that certain Guarantee and Collateral Agreement, dated as of November 30, 2005 and supplemented on October 16, 2006, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor and the Collateral Agent executed a Trademark Security Agreement dated as of January 26, 2006 (the "Trademark Security Agreement") pursuant to which the Grantor granted to the Collateral Agent for the benefit of the Agent and the Lenders a continuing second lien security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks, including those items listed on Exhibit A hereto (the "Security Interest");

WHEREAS the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 6, 2006 at Reel 3241, Frame 0377; and

WHEREAS the Collateral Agent has agreed to terminate and release its Security Interest as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Collateral Agent hereby releases, terminates and discharges the Security Interest granted under the Trademark Security Agreement, and any right, title or interest of the Collateral Agent in such Security Interest shall hereby terminate, cease and become void. The Collateral Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office and agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

WILMINGTON TRUST COMPANY, as

Collateral Agent

Name:

Name: Joseph B. Fell
Title: Vice President

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## EXHIBIT A

	Trademsrk	Reg. No.	Appl. No.	Owner
l i	PEPIP	2,568,330	76097022	Alliant insurance Services, Inc.
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2	PEPIP USA PUBLIC ENTITY PROPERTY BISURANCE PROGRAM	2,881,424	78218385	Alliant Insurance Services, Inc.
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**RECORDED: 09/01/2015** 

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