

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM376985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK, AS ADMINISTRATIVE AGENT		03/16/2016	GEORGIA BANKING CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	JAMES C. JENKINS INSURANCE SERVICE, INC.		
Street Address:	2552 Stanwell Drive		
City:	Concord		
State/Country:	CALIFORNIA		
Postal Code:	94520		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4568196	BENEFITS2GO	
Registration Number:	4510026	AUTODEALERPRO	
Registration Number:	4510013	AUTODEALERPRO	
Registration Number:	3723528	PROFITNESS INSURANCE	
Registration Number:	3737921	PROFITNESS	
Registration Number:	3717536	JENKINS RESOURCE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>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.</i>			
Phone:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	52990.015996		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		

CH \$165.00 4568196

DATE SIGNED:	03/17/2016
Total Attachments: 4 source=SunTrust - EPIC - Trademark Release - Jenkins (Executed) (2)#page1.tif source=SunTrust - EPIC - Trademark Release - Jenkins (Executed) (2)#page2.tif source=SunTrust - EPIC - Trademark Release - Jenkins (Executed) (2)#page3.tif source=SunTrust - EPIC - Trademark Release - Jenkins (Executed) (2)#page4.tif	

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 16, 2016 (this "Termination"), SUNTRUST BANK, (the "Secured Party"), as Administrative Agent for the secured parties (as defined in the Security Agreement referenced below), in favor of JAMES C. JENKINS INSURANCE SERVICE, INC., a California corporation ("Grantor"), unless otherwise defined herein, capitalized terms defined in the Credit Agreement or the Security Agreement referred to below and used herein have the meanings given to them in the Credit Agreement or the Security Agreement, respectively.

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of December 31, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Edgewood Partners Holdings LLC, a Delaware limited liability company ("Parent"), Edgewood Partners Insurance Center, a California corporation ("EPIC"), and EPIC Holdings Inc., a Delaware corporation ("Intermediate Parent") and, together with Parent and EPIC, the "Borrowers", the Guarantors (as hereinafter defined), the Lenders (as hereinafter defined) and SUNTRUST BANK, as administrative agent for the Lenders hereunder (in such capacity, the "Administrative Agent") and the Agent, the Lenders provided a credit facility to the Borrower;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 31, 2013, by and among the Secured Party, the Grantor and the other grantors named therein (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Secured Party a continuing security interest and continuing lien on the Trademark Collateral (as defined below);

WHEREAS, the Grantor, pursuant to a Notice of Security Interest in Trademarks, dated as of August 1, 2014, by and among the Agent and the Grantor (the "Trademark Security Agreement"), granted to the Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following to the extent the following constitutes Collateral of the Grantor, in each case whether then owned or thereafter acquired or arising, and wherever located (the "Trademark Collateral"): the trademarks, trademark licenses and trademark applications on Schedule I hereto.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on August 5, 2014, at Reel 5337, Frame No. 0151; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademark Collateral (including, without limitation, the Trademark Collateral identified on Schedule I attached hereto).

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

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that is has in, to and under the Trademark Collateral.
2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantor, its 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 Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

SUNTRUST BANK, as Administrative Agent

By:  _____

Name: David Fournier

Title: Director

SCHEDULE I

Trademarks

Trademark/Trademark License	Owner	Registration/Application No.	Registration/Application Date
BENEFITS2GO	James C. Jenkins Insurance Service, Inc.	4568196	07/15/2014
AUTODEALERPRO	James C. Jenkins Insurance Service, Inc.	4510026/86025510	04/08/2014
AUTODEALERPRO	James C. Jenkins Insurance Service, Inc.	4510013/86025308	04/08/2014
PROFITNESS INSURANCE	James C. Jenkins Insurance Service, Inc.	3723528/77598482	12/08/2009
PROFITNESS	James C. Jenkins Insurance Service, Inc.	3737921/ 77598475	01/12/2010
JENKINS RESOURCE NETWORK	James C. Jenkins Insurance Service, Inc.	3717536/ 77585581	12/01/2009