

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release (Reel:5520/ Frame:0808)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		11/22/2016	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RSI Insurance Brokers, Inc.		
Street Address:	2801 Bristol Street		
Internal Address:	Suites 110 and 200		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	22192		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4147222	CARRIER'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	80091442		
<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ken Tan		
SIGNATURE:	/Ken Tan/		
DATE SIGNED:	11/28/2016		
Total Attachments: 4			
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OP \$40.00 4147222

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):

JPMorgan Chase Bank, N.A., as Administrative Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 22, 2016

- Assignment
- Security Agreement
- Other Trademark Release (Reel:5520/ Frame:0808)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RSI Insurance Brokers, Inc.

Street Address: 2801 Bristol Street, Suites 110 and 200

City: Costa Mesa

State: California

Country: USA Zip: 22192

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- 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 _____

B. Trademark Registration No.(s) _____

See Schedule A

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: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 57320.0977

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved: 1

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: 

Signature

Ken Tan

Name of Person Signing

11/23/2016

Date

Total number of pages including cover sheet, attachments, and document: 4

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

RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

This RELEASE, dated as of November 22, 2016 (“**Release**”), is granted by JPMORGAN CHASE BANK, N.A., acting in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) to RSI INSURANCE BROKERS, INC., a California corporation (the “**Debtor**”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the First Lien Security Agreement, dated as of May 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Debtor executed and delivered to the Administrative Agent the Trademark Security Agreement, dated as of May 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Trademark Security Agreement, the Debtor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 20, 2015, at Reel 5520, Frame 0808;

WHEREAS, the Debtor has requested, and the Administrative Agent has agreed, to provide a document suitable for recording in the United States Patent and Trademark Office releasing its lien on and security interest in the Trademark Collateral, including the Trademarks listed on Schedule A attached hereto (the “**Released Collateral**”).

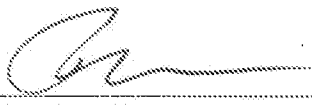
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Released Collateral, (b) discharge and release its security interest in the Released Collateral, and (c) reassign any and all rights, title and interest it has in the Released Collateral to the Debtor. The Administrative Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by the Debtor and at the sole expense of the Debtor, to evidence the release and termination of the Administrative Agent’s security interests in the Released Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE DEBTOR’S AND THE ADMINISTRATIVE AGENT’S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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Administrative Agent:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Timothy Rettberg

Title: Senior Underwriter

[Signature Page to Release of First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005928 FRAME: 0444

SCHEDULE A

Trademark Collateral

Registrations:

Trademark	Registration #	Application #
CARRIER'S CHOICE	4,147,222	85086899

Applications:

None.