## TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM420497 Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (5724/0127)

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		03/14/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Hub International Northwest LLC		
Street Address:	12100 NE 195th Street		
Internal Address:	Suite 200		
City:	Bothell		
State/Country:	WASHINGTON		
Postal Code:	98011		
Entity Type:	Limited Liability Company: WASHINGTON		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4148553	EMSPRING

#### CORRESPONDENCE DATA

6502515002 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.

Phone: 6502515002 Email: imull@stblaw.com **Correspondent Name:** Amber Harezlak Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	NEY DOCKET NUMBER: 001871/0001		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	03/21/2017		

**Total Attachments: 3** 

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**TRADEMARK** REEL: 006014 FRAME: 0436

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TRADEMARK
REEL: 006014 FRAME: 0437

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 14, 2017 (the "Effective Date"), is made by U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Agent"), in favor of HUB INTERNATIONAL NORTHWEST LLC, a Washington limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of February 3, 2016 among the Agent, Hub International Limited, a Delaware corporation (the "Company"), and each of the subsidiaries of the Company listed on Annex A thereto or that became a party thereto pursuant to Section 7.13 thereof, including the Grantor (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent a security interest in and to Grantor's U.S. Registered Intellectual Property, including the trademarks listed on Schedule A hereto (the "Trademarks");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Intellectual Property Security Agreement, dated as of February 3, 2016, (the "<u>Trademark Security Agreement</u>");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 4, 2016 at Reel 5724, Frame 0127;

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 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 Trademarks arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademarks under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent hereby requests the Commissioner for Trademarks record this Release.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and 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 Release.
- 5. <u>Governing Law</u>. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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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:

U.S. BANK NATIONAL ASSOCIATION, as Agent

By:

Name: Linda E. Garcia

Title: Vice President

# **SCHEDULE A**

# **U.S. Trademarks**

**RECORDED: 03/21/2017** 

	Owner			Reg. No.
1.	Hub International Northwest LLC	EMSPRING	85/123,400	4,148,553

[Schedule 1 to Release of Security Interests in Trademarks (Hub International Northwest LLC)]

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