

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		05/16/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	USI Holdings Corporation		
Street Address:	555 Pleasantville Road		
Internal Address:	Suite 160S		
City:	Briarcliff Manor		
State/Country:	NEW YORK		
Postal Code:	10510		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85575722	MEMBER BENEFITS MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0097		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	05/19/2017		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of May 16, 2017 by **BANK OF AMERICA, N.A.**, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties, in favor of **USI HOLDINGS CORPORATION**, a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or the Trademark Security Agreement, as applicable (in each case, as defined below).

WHEREAS, the Grantor executed and delivered that certain Pledge and Security Agreement, dated as of December 27, 2012 (the “Security Agreement”), in favor of the Administrative Agent, pursuant to which the Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of December 27, 2012 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 14, 2013, at Reel 5027, Frame 0523;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on (the “Security Interest”) all of such Grantor’s right, title or interest in, to and under all of the following, in each case whether then owned or at any time thereafter acquired developed, created or arising in favor of the Grantor and regardless of where located, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor: (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world; (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing; (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and (vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world to the extent the foregoing items constitute Collateral (the “Trademark Collateral”); and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, including fulfilment of the Obligations, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent on behalf of the Secured Parties, hereby:

SECTION 1. Release of Security Interest. The Administrative Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest the Administrative Agent may have in, to or under the Trademark Collateral.

SECTION 2. Recordation. The Administrative Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Governing Law. This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.


SECTION 4. Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Release.

SECTION 5. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Paley Chen
Title: Vice President

[Signature page to Trademark Release]

TRADEMARK
REEL: 006064 FRAME: 0421

SCHEDULE A

TO

RELEASE OF SECURITY INTEREST IN TRADEMARKS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Registration No.</u>
<u>USI Holdings Corporation</u>	<u>MEMBER BENEFITS MARKETPLACE</u>	<u>March 21, 2012</u>	<u>N/A</u>	<u>85575722</u>	<u>N/A</u>