

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM442510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS - Reel/Frame 5752/0069		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., as collateral agent		09/08/2017	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EDGEWOOD PARTNERS INSURANCE CENTER		
<b>Street Address:</b>	135 Main St.		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	ASCENDE, INC.		
<b>Street Address:</b>	2700 Post Oak Blvd.		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 51</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4827736	MOG MEDICAL OPERATOR GROUP	
<b>Registration Number:</b>	4940371	EXP EPIC EXCHANGE PLATFORM	
<b>Registration Number:</b>	4940369	EXP EPIC EXCHANGE PLATFORM	
<b>Registration Number:</b>	4901505	EPICNESS	
<b>Registration Number:</b>	4901504	EPICNESS	
<b>Registration Number:</b>	4940013	EPIC FINANCIAL RISK SOLUTIONS	
<b>Registration Number:</b>	4940011	EPIC FINANCIAL RISK SOLUTIONS	
<b>Registration Number:</b>	4973615	EPIC BROKERS	
<b>Registration Number:</b>	4816969	EPIC INSURANCE BROKERS & CONSULTANTS	
<b>Registration Number:</b>	4816966	EPIC RISK SOLUTIONS & EMPLOYER SERVICES	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4740304	EPIC INSURANCE
Registration Number:	4740303	EPIC INSURANCE BROKERS
Registration Number:	4725095	EPIC RISK SOLUTIONS AND EMPLOYER SERVICE
Registration Number:	4725075	EPIC RISK SOLUTIONS
Registration Number:	4725074	THE EPIC EXCHANGE
Registration Number:	4725073	EPIC RISK SOLUTIONS
Registration Number:	4725072	EPIC RISK SOLUTIONS AND EMPLOYER SERVICE
Registration Number:	4717855	EPIC EMPLOYER SERVICES
Registration Number:	4717854	EPIC EMPLOYER SERVICES
Registration Number:	4584542	EPIC INSURANCE BROKERS AND CONSULTANTS
Registration Number:	4584541	EPIC INSURANCE BROKERS AND CONSULTANTS
Registration Number:	4484476	EPIC REAL ESTATE
Registration Number:	4378595	SLICE PIZZA DELIVERY INSURANCE SAFETY LO
Registration Number:	4378593	SLICE PIZZA DELIVERY INSURANCE
Registration Number:	4370878	SLICE PIZZA DELIVERY INSURANCE
Registration Number:	4312005	E
Registration Number:	4329193	EDUCATION PROTECTOR
Registration Number:	4291048	E P I C
Registration Number:	3934800	POWERGUARD
Registration Number:	3702193	EDGEWOOD PARTNERS INSURANCE CENTER
Registration Number:	4902047	EPIC EXECUTIVE BENEFITS
Registration Number:	5042852	DECISELY
Registration Number:	4724124	PAR GOLF INSURANCE PROGRAM
Registration Number:	4348271	CLUB INSURANCE SOLUTIONS
Registration Number:	5042950	DECISELY
Registration Number:	4568196	BENEFITS2GO
Registration Number:	4510026	AUTODEALERPRO
Registration Number:	4510013	AUTODEALERPRO
Registration Number:	3717536	JENKINS RESOURCE NETWORK
Registration Number:	3723528	PROFITNESS INSURANCE
Registration Number:	3737921	PROFITNESS
Registration Number:	2052539	EB SOLUTIONS
Registration Number:	2852086	ASCENDENT
Registration Number:	3121457	ASCENDE
Registration Number:	3918243	ACT
Registration Number:	3921243	ASCENDE CHARITABLE TRUST
Registration Number:	4226531	ASCENDE WEALTH ADVISERS
Registration Number:	4522764	INSIGHT IN ACTION

Property Type	Number	Word Mark
Registration Number:	4530275	
Registration Number:	5032098	ASCENDE
Registration Number:	5013721	ENERGY COMMAND

#### CORRESPONDENCE DATA

**Fax Number:** 10153

*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:** 212.310.8435

**Email:** juan.arias@weil.com

**Correspondent Name:** Catherine Kim

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

**Address Line 4:** New York, NEW YORK 10153

<b>ATTORNEY DOCKET NUMBER:</b>	Catherine Kim-66020.0053
<b>NAME OF SUBMITTER:</b>	Catherine Kim
<b>SIGNATURE:</b>	/Catherine Kim/
<b>DATE SIGNED:</b>	09/08/2017

#### Total Attachments: 7

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE, dated as of September 8, 2017, is made by JPMORGAN CHASE BANK, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties, in favor of EDGEWOOD PARTNERS INSURANCE CENTER, a California corporation with its principal place of business located at 135 Main St, 21st Fl, San Francisco, CA 94105 and ASCENDE, INC., a Texas corporation with its principal place of business located at 2700 Post Oak Blvd, 25th Fl, Houston, TX 77056 (each, a “Grantor” and, collectively, the “Grantors”). Terms defined in the Security Agreement or IP Security Agreement (both as defined below) and not otherwise defined herein are used herein as defined in the Security Agreement or the IP Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

**WITNESSETH:**

WHEREAS, pursuant to the Security Agreement, dated March 16, 2016, among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), a continuing security interest and lien (the “Security Interest”) was granted by the Grantors to the Collateral Agent for the benefit of the Secured Parties, in, among other property, certain intellectual property of the Grantors, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated March 16, 2016, among the Collateral Agent and the Persons listed on the signature pages thereof (the “IP Security Agreement”), each Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Collateral Agent specifically in that certain Trademark Collateral;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 16, 2016, at Reel 5752 and Frame 0069; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Grantors’ right, title and interest of every kind and nature as of the date hereof in the Trademarks, including, without limitation, those items set forth in Schedule A attached hereto, as well as (i) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and

reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; (ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and (iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral 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.

4. Governing Law. This Termination and Release shall in all respects be governed by, and construed in accordance with, the laws (excluding conflict of laws rules and principles) of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: Adam D. Prescott  
Name: Adam D. Prescott  
Title: Executive Director

**Schedule A**

**U.S. Trademark Registrations and Applications**

	<b>OWNER</b>	<b>MARK</b>	<b>APP. NO.</b>	<b>REG. NO.</b>
1	Edgewood Partners Insurance Center	MOG MEDICAL OPERATOR GROUP and Design	86154629	4827736
2	Edgewood Partners Insurance Center	EXP EPIC EXCHANGE PLATFORM and Design	86695899	4940371
3	Edgewood Partners Insurance Center	EXP EPIC EXCHANGE PLATFORM	86695892	4940369
4	Edgewood Partners Insurance Center	EPICNESS (Stylized) (ness in cursive)	86691649	4901505
5	Edgewood Partners Insurance Center	EPICNESS (Stylized) (ness in lower block letters)	86691636	4901504
6	Edgewood Partners Insurance Center	EPIC FINANCIAL RISK SOLUTIONS and Design	86691713	4940013
7	Edgewood Partners Insurance Center	EPIC FINANCIAL RISK SOLUTIONS	86691709	4940011
8	Edgewood Partners Insurance Center	EPIC BROKERS	86198266	4973615
9	Edgewood Partners Insurance Center	EPIC INSURANCE BROKERS & CONSULTANTS and Design	86511705	4816969
10	Edgewood Partners Insurance Center	EPIC RISK SOLUTIONS & EMPLOYER SERVICES	86511674	4816966
11	Edgewood Partners Insurance Center	EPIC INSURANCE	86198258	4740304
12	Edgewood Partners Insurance Center	EPIC INSURANCE BROKERS	86198254	4740303
13	Edgewood Partners Insurance Center	EPIC RISK SOLUTIONS AND EMPLOYER SERVICES and Design	86203763	4725095

14	Edgewood Partners Insurance Center	EPIC RISK SOLUTIONS and Design	86198316	4725075
15	Edgewood Partners Insurance Center	THE EPIC EXCHANGE	86198294	4725074
16	Edgewood Partners Insurance Center	EPIC RISK SOLUTIONS	86198279	4725073
17	Edgewood Partners Insurance Center	EPIC RISK SOLUTIONS AND EMPLOYER SERVICES	86198269	4725072
18	Edgewood Partners Insurance Center	EPIC EMPLOYER SERVICES and Design	86198319	4717855
19	Edgewood Partners Insurance Center	EPIC EMPLOYER SERVICES	86198286	4717854
20	Edgewood Partners Insurance Center	EPIC INSURANCE BROKERS AND CONSULTANTS and Design	86198306	4584542
21	Edgewood Partners Insurance Center	EPIC INSURANCE BROKERS AND CONSULTANTS	86198226	4584541
22	Edgewood Partners Insurance Center	EPIC REAL ESTATE and Design	85970715	4484476
23	Edgewood Partners Insurance Center	SLICE PIZZA DELIVERY INSURANCE SAFETY LOSS CONTROL INSURANCE COVERAGE EXPERTISE and Design	85636122	4378595
24	Edgewood Partners Insurance Center	SLICE PIZZA DELIVERY INSURANCE and Design	85635941	4378593
25	Edgewood Partners Insurance Center	SLICE PIZZA DELIVERY INSURANCE	85635927	4370878
26	Edgewood Partners Insurance Center	E and Design	85616366	4312005
27	Edgewood Partners Insurance Center	EDUCATION PROTECTOR	85532064	4329193
28	Edgewood Partners Insurance Center	E P I C and Design	85498714	4291048



<b>29</b>	Edgewood Partners Insurance Center	POWERGUARD	77457788	3934800
<b>30</b>	Edgewood Partners Insurance Center	EDGEWOOD PARTNERS INSURANCE CENTER	77273911	3702193
<b>31</b>	Edgewood Partners Insurance Center	EPIC EXECUTIVE BENEFITS & Design	86769523	4902047
<b>32</b>	Decisely Equity Holdings, LLC (successor-in-interest to Edgewood Partners Insurance Center)	DECISELY	86805366	5042852
<b>33</b>	Edgewood Partners Insurance Center	PAR GOLF INSURANCE PROGRAM	85617654	4724124
<b>34</b>	Edgewood Partners Insurance Center	CLUB INSURANCE SOLUTIONS	85617651	4348271
<b>35</b>	Decisely Equity Holdings, LLC (successor-in-interest to Edgewood Partners Insurance Center)	DECISELY and Design	86880616	5042950
<b>36</b>	Edgewood Partners Insurance Center (successor-in-interest James C. Jenkins Insurance Service Inc.)	BENEFITS2GO	86141138	4568196
<b>37</b>	Edgewood Partners Insurance Center (successor-in-interest James C. Jenkins Insurance Service Inc.)	AUTODEALERPRO (Stylized)	86025510	4510026
<b>38</b>	Edgewood Partners Insurance Center (successor-in-interest James C. Jenkins Insurance Service Inc.)	AUTODEALERPRO	86025308	4510013
<b>39</b>	Edgewood Partners Insurance Center (successor-in-interest James C. Jenkins Insurance Service Inc.)	JENKINS RESOURCE NETWORK	77585581	3717536
<b>40</b>	Edgewood Partners Insurance Center (successor-in-interest James C. Jenkins Insurance Service Inc.)	PROFITNESS INSURANCE	77598482	3723528

41	Edgewood Partners Insurance Center (successor-in-interest James C. Jenkins Insurance Service Inc.)	PROFITNESS	77598475	3737921
42	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	EB SOLUTIONS	75090083	2052539
43	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	ASCENDENT	78235519	2852086
44	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	ASCENDE	78318654	3121457
45	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	ACT	85041294	3918243
46	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	ASCENDE CHARITABLE TRUST	85041154	3921243
47	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	ASCENDE WEALTH ADVISERS	85250573	4226531
48	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	INSIGHT IN ACTION	85740173	4522764
49	Edgewood Partners Insurance Center (successor-in-interest Ascende, Inc.)	[Design Only]	85686302	4530275
50	Ascende, Inc.	ASCENDE	85686246	5032098
51	Ascende, Inc.	ENERGY COMMAND	86514093	5013721