

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ING Capital LLC		01/12/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WNC Insurance Services, Inc.
Street Address:	899 El Centro Street
City:	South Pasadena
State/Country:	CALIFORNIA
Postal Code:	91030
Entity Type:	Corporation: CALIFORNIA
Name:	AMPAC Insurance Marketing, Inc.
Street Address:	899 El Centro Street
City:	South Pasadena
State/Country:	CALIFORNIA
Postal Code:	91030
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3701062	CERTUS I
Registration Number:	2556196	IAMINSURED
Registration Number:	3113609	ICLIENT
Registration Number:	2629818	ICLIENT
Registration Number:	2571645	INSTRACK
Registration Number:	3555539	IREPORT
Registration Number:	3555538	IREQUEST
Registration Number:	2828009	
Registration Number:	2819991	
Registration Number:	2817499	STRENGTH. SERVICE. SPECIALTY.
Registration Number:	2656627	WNC FIRST
Registration Number:	2869403	WNC FIRST
Registration Number:	3653955	TERM LIFE LINK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4256522	GAPEXPRESS
Registration Number:	4198169	REPORT.NET

CORRESPONDENCE DATA

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: 860-240-2834
Email: nicole.pappa@morganlewis.com
Correspondent Name: Nicole Pappa
Address Line 1: One State Street
Address Line 2: Morgan Lewis & Bockius LLC
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Nicole Pappa
SIGNATURE:	/s/ Nicole Pappa
DATE SIGNED:	01/17/2018

Total Attachments: 7
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THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of January 12, 2018 (the “**Effective Date**”), is made by ING CAPITAL LLC, a Delaware limited liability company with offices located at 1133 Avenue of the Americas, New York, New York 10036, as agent for the Secured Parties (the “**Assignor**”), in favor of WNC INSURANCE SERVICES, INC. and AMPAC INSURANCE MARKETING, INC. (each an “**Assignee**” and, collectively, the “**Assignees**”).

WITNESSETH:

WHEREAS, the Assignees and the Assignor are parties to (i) that certain Guarantee and Collateral Agreement, dated as of June 27, 2014 (the “**Security Agreement**”) and (ii) that certain Trademark Security Agreement, dated as of June 27, 2014 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Trademark Security Agreement, the Assignees granted to the Assignor for the benefit of the Secured Parties a security interest and continuing lien on all of the Assignees’ right, title and interest in, to and under all of its all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, including, without limitation, each registration and application identified on Schedule I attached thereto, together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present and future infringements, dilutions, misappropriations, or other violations thereof, (vi) rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof and (vii) rights corresponding thereto throughout the world of such Grantor (collectively, the “**Trademark Collateral**”), and, to the extent not otherwise included in the foregoing, all Proceeds, accession, rents and profits of or in respect of any of the foregoing. Notwithstanding the foregoing, the term “**Trademark Collateral**” did not include, and no security interest or lien was deemed granted to the extent that such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder, (D) is in any United States Trademark applications filed on the basis of a Grantor’s intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is

submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, provided, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the PTO, such Trademark application shall automatically be included in the Collateral, without further action on any party's part or (E) is in (1) Capital Stock which is specifically excluded from the definition of Pledged Stock, Pledged Alternative Equity Interests, Pledged LLC Interests or Pledged Partnership Interests by virtue of the proviso to the respective definition thereof or (2) any outstanding Capital Stock of an Excluded Foreign Subsidiary in excess of 65% of the voting power of all classes of Capital Stock of such Excluded Foreign Subsidiary entitled to vote, provided, however, that (i) such security interest attached at all times to all Proceeds of such property and assets to the extent that such Proceeds would not constitute property or assets of the type described, (ii) such security interest attached to such property immediately and automatically at such time as the condition described above ceased to exist and (iii) to the extent severable attached to all rights in respect of such property that are not subject to the applicable condition described above;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 14, 2014 at Reel/Frame 5344/0111; and

WHEREAS, the Assignees desire that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignees agree as follows:

1. Defined Terms

Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

2. Termination and Release

The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its security interest and continuing lien on all of the Assignees' right, title and interest in, to and under the Trademark Collateral, including the trademarks listed on Schedule I attached hereto, and reassigns and transfers to each Assignee, as applicable, all right, title and interest that the Assignor may have in the Trademark Collateral.

3. Recordation

The Assignor hereby authorizes the Assignees, or the Assignee' authorized representative, to record this Release with the United States Patent and Trademark Office.

4. Further Assurances

The Assignor hereby agrees to duly execute and deliver to the Assignees any further documents and to do such other acts that the Assignees (or their agents or designees) reasonably requests, at the Assignees' sole cost and expense, in order to confirm this Release and the Assignees' right, title and interest in the Trademark Collateral.

5. Governing Law

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officers as of the date set forth above.

ING CAPITAL LLC, as Assignor




By: Mary Forestner
Name: MARY FORESTNER
Title: DIRECTOR

By: R. Miners
Name: ROBERT MINERS
Title: DIRECTOR

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

Trademark Registrations and Applications

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
WNC Insurance Services, Inc.	3,701,062	27-Oct-2009	CERTUS I
WNC Insurance Services, Inc.	2,556,196	02-Apr-2002	IAMINSURED
WNC Insurance Services, Inc.	3,113,609	11-Jul-2006	ICLIENT
WNC Insurance Services, Inc.	2,629,818	08-Oct-2002	ICLIENT and Design 
WNC Insurance Services, Inc.	2,571,645	21-May-2002	INSTRACK
WNC Insurance Services, Inc.	3,555,539	30-Dec-2008	IREPORT
WNC Insurance Services, Inc.	3,555,538	30-Dec-2008	IREQUEST
WNC Insurance Services, Inc.	2,828,009	30-Mar-2004	MISCELLANEOUS DESIGN 
WNC Insurance Services, Inc.	2,819,991	02-Mar-2004	MISCELLANEOUS DESIGN 
WNC Insurance Services, Inc.	2,817,499	24-Feb-2004	STRENGTH. SERVICE SPECIALTY.
WNC Insurance Services, Inc.	2,656,627	03-Dec-2002	WNC FIRST
WNC Insurance Services, Inc.	2,869,403	03-Aug-2004	WNC FIRST
AMPAC Insurance Marketing, Inc.	3,653,955	14-Jul-2009	TERM LIFE LINK (& Design)
WNC Insurance Services, Inc.	4,256,522	11-Dec-2012	GAPEXPRESS (& Design) GAPEXPRESS

WNC Insurance Services, Inc.

4,198,169

28-Aug-2012

REPORT.NET (& Design)

REPORT.NET

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