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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM461657

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME

5450/0001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		02/09/2018	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	BROKER-DEALER COMPLIANCE ASSOCIATES, L.L.C.		
Street Address:	8401 Colesville Road, Suite 700		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20910		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Adviser Compliance Associates, L.L.C.		
Street Address:	8401 Colesville Road, Suite 700		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20910		
Entity Type:	Limited Liability Company: D.C.		

PROPERTY NUMBERS Total: 1

Proper	ty Type	Number	Word Mark
Registration	n Number:	3916793	C3 SOLUTION

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: ypan@proskauer.com
Correspondent Name: Daniel C. Pollick

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

TRADEMARK REEL: 006269 FRAME: 0436

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ATTORNEY DOCKET NUMBER:	70578-031	
NAME OF SUBMITTER: Daniel C. Pollick		
SIGNATURE:	/Daniel C. Pollick/	
DATE SIGNED:	02/09/2018	
Total Attachments: 4		

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> TRADEMARK REEL: 006269 FRAME: 0437

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") dated February 9, 2018 by BMO HARRIS BANK N.A. ("BMO"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as collateral agent hereunder for each Lender under the Trademark Security Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the "Collateral Agent");

WITNESSETH:

WHEREAS, Broker-Dealer Compliance Associates, L.L.C., a Delaware limited liability company ("BDCA"), Adviser Compliance Associates, LLC, a District of Columbia limited liability company ("Adviser," and collectively with BDCA, the "Grantors"), and the Collateral Agent were parties to a certain Trademark Security Agreement dated January 30, 2015 among the Grantors and the Collateral Agent (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on January 30, 2015 at Reel 5450, Frame 0001, pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in, among other things, the Trademark Collateral (as defined below); and

WHEREAS, the Grantors have requested that the Collateral Agent release its security interests in the Trademark Collateral and reassign the same to the Grantors;

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Release of Security Interest</u>. The Collateral Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by the Collateral Agent, all of its right, title and interest, if any, in and to the following (collectively, the "*Trademark Collateral*"):
 - (i) trademarks, service marks, trade names, corporate names, company names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States federal trademark registrations and applications listed on Schedule A hereto:
 - (ii) all goodwill associated therewith or symbolized thereby; and
 - (iii) all proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Grantors against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution,

TRADEMARK
REEL: 006269 FRAME: 0438

misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages.

- 2. <u>Termination</u>. The Collateral Agent, without any representation, warranty or recourse, hereby terminates and cancels the Trademark Security Agreement.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby authorizes the Grantors or the Grantors' authorized representative to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Grantors any and all further documents and instruments, and do any and all further acts which the Grantors (or their agents or designees) reasonably request (at the Grantors' sole cost and expense) in order to confirm this Release and the Grantors' right, title and interest in, to and under the Trademark Collateral.
- 4. <u>Choice of Law.</u> This Release shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York without regard to conflicts of laws principles that would require application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

-2-

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

 $\begin{array}{c} BMO\,Harris\,Bank\,N.A.,\,as\,the\,Collateral\\ Agent \end{array}$

Ву

Name: David Check Title: Director

SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS

Mark	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRANT
C ³ Solution	3916793	2/8/2011	Broker-Dealer Compliance Associates, LLC, dba ACA Compliance Group; Adviser Compliance Associates, LLC, dba ACA Compliance Group

RECORDED: 02/09/2018

TRADEMARK
REEL: 006269 FRAME: 0441