

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kian Mezzanine Partners I, L.P., as Collateral Agent		05/18/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Worldwide Insurance Network, Inc.		
Street Address:	4121 Beechwood Drive		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27410		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4375514	SMART START	
Registration Number:	3973602	SMART CHOICE	
Registration Number:	3970041	SMART CHOICE	
Registration Number:	3641162	SMART CHOICE	
Registration Number:	3566065	SMART CHOICE INSURANCE CENTERS	
Registration Number:	2946258	SMART CHOICE	
Registration Number:	2874858	PEAK PERFORMANCE AGENCY	
Serial Number:	86166263	ELECCION INTELIGENTE	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	039102.004		

OP \$215.00 4375514

NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	05/18/2018
Total Attachments: 3 source=IP_Termination_and_Release_of_Security_Interest_-_Worldwide_Insurance_Network___Kian (executed)#page1.tif source=IP_Termination_and_Release_of_Security_Interest_-_Worldwide_Insurance_Network___Kian (executed)#page2.tif source=IP_Termination_and_Release_of_Security_Interest_-_Worldwide_Insurance_Network___Kian (executed)#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 18, 2018 (“Release”), is made by Kian Mezzanine Partners I, L.P., a Delaware limited partnership, as Collateral Agent (“Collateral Agent”), in favor of Worldwide Insurance Network, Inc., a North Carolina corporation (“Pledgor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of August 4, 2014 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among the Pledgor, Collateral Agent, and others party thereto and the Grant of Security Interest in Trademarks (“Trademark Grant”) by and among the Pledgor and Collateral Agent, Pledgor granted to the Collateral Agent a security interest in all of Pledgor’s right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the business symbolized by the Trademarks (collectively, the “Trademark Collateral”); and

WHEREAS, the Trademark Grant was recorded at the United States Patent and Trademark Office (“USPTO”) on February 10, 2015 at Reel 5457 Frame 0558.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Pledgor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Grant.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby:

(a) terminates the Trademark Grant;

(b) terminates, cancels, forever discharges, and releases the security interest in the right, title, and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Pledgor’s expense.


SECTION 3. Further Assurances. Collateral Agent, at Pledgor’s expense, 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 security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Pledgor’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Kian Mezzanine Partners I, L.P.,
as Collateral Agent

By: Kian Mezzanine Partners I GP, LLC, its General Partner

By: 
Name: Matthew Levenson
Title: Vice President

Schedule A

Worldwide Insurance Network, Inc.
(North Carolina Corporation)

U.S. Trademarks Subject to Security Interest
Granted by Worldwide Insurance Network, Inc.
In Favor of Kian Mezzanine Partners I, L.P., as Collateral Agent
Recorded February 10, 2015 at Reel 5457 Frame 0558

Trademark Registrations

Mark	Reg. No.	Reg. Date
SMART START	4375514	07/30/13
SMART CHOICE	3973602	06/07/11
SMART CHOICE	3970041	05/31/11
SMART CHOICE and Design	3641162	06/16/09
SMART CHOICE INSURANCE CENTERS	3566065	01/20/09
SMART CHOICE	2946258	05/03/05
PEAK PERFORMANCE AGENCY	2874858	08/17/04

Trademark Application

Mark	Appl. No.	Filing Date
ELECCION INTELLIGENTE	86166263	01/15/14