

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest recorded at Reel 5720/Frame 0311		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUNTRUST BANK		06/07/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GWC WARRANTY CORPORATION		
<b>Street Address:</b>	40 Coal Street		
<b>City:</b>	Wilkes Barre		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18702-5236		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4845128	NADN	
<b>Registration Number:</b>	4845130	NO WORRIES, JUST DRIVE	
<b>Registration Number:</b>	4850284	GWC WARRANTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S TRYON STREET		
<b>Address Line 2:</b>	SUITE 1700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515016		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		
<b>SIGNATURE:</b>	/Vicky R. Bantug /		
<b>DATE SIGNED:</b>	06/08/2018		
<b>Total Attachments: 4</b>			
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## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 7, 2018 (the "Release"), is made by SUNTRUST BANK, as Administrative Agent ("Administrative Agent"), under that certain Intellectual Property Security Agreement, made as of January 29, 2016, by AUTOMOBILE PROTECTION CORPORATION – APCO, GWC WARRANTY CORPORATION, THE AEGIS GROUP, INC. (each a "Grantor" and collectively, the "Grantors"), in favor of the Administrative Agent (as amended, supplemented or modified and in effect from time to time, the "IP Security Agreement").

**WHEREAS**, pursuant to that certain Security Agreement, dated as of January 29, 2016 (the "Security Agreement"), the Grantors granted to the Administrative Agent a security interest in, among other property, certain intellectual property of the Grantors, including the Collateral (as defined below);

**WHEREAS**, pursuant to that IP Security Agreement, Grantors, by reference to the Security Agreement, reaffirmed their intent to grant a security interest in the Collateral;

**WHEREAS**, an executed copy of the Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2016 at Reel 5720, Frame 0311; and

**WHEREAS**, the Administrative Agent has agreed to terminate and release the entirety of its security interests, including, without limitation, its security interests in the "Collateral" (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the terms and conditions set forth in the Security Agreement, the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "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 in the Patents, Trademarks, Copyrights, Computer Software, Trade Secrets, including without limitation, the Patents, Trademarks, Copyrights, Computer Software, Trade Secrets identified on Schedule I attached hereto. Unless otherwise defined herein, capitalized terms defined in the IP Security Agreement and the Security Agreement and used herein have the meaning given to them in the IP Security Agreement and the Security Agreement.
2. Release. The Administrative Agent hereby releases, discharges, terminates and cancels its security interest under the IP Security Agreement, including, without limitation, its security interest in the Collateral, and any right, title, or interest of the Administrative Agent in such Collateral shall hereby cease and become void.
3. Termination. The Administrative Agent, on behalf of itself and the Secured Parties, terminates and cancels the IP Security Agreement.
4. Further Assurances. The Administrative Agent agrees to take (and hereby authorizes each Grantor (and their respective designees and counsel) to take) all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments provided to it), reasonably requested by the Grantors, at the Grantors' sole cost and expense, necessary to more fully and effectively effectuate the purposes of this Release.
5. Authorization to File. The Administrative Agent hereby authorizes and requests that the United

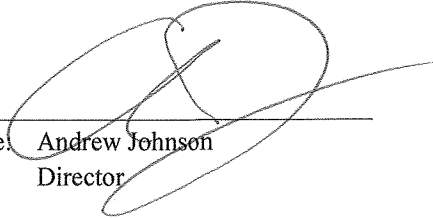
States Patent and Trademark Office and the United States Copyright Office note and record the existence of the release hereby given

6. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

SUNTRUST BANK, as Administrative Agent

By:   
Name: Andrew Johnson  
Title: Director

**Schedule I**

**Trademarks**

<b>Serial No.</b>	<b>Registration No.</b>	<b>Registrant</b>	<b>Mark</b>
86572467	4845128	GWC Warranty Corporation	NADN
86572472	4845130	GWC Warranty Corporation	NO WORRIES, JUST DRIVE
86572493	4850284	GWC Warranty Corporation	GWC WARRANTY