# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release (Reel 5722 / Frame 0464)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/25/2018	Bank: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Hub International Insurance Services Inc.		
Street Address:	3390 University Avenue, Suite 300		
City:	Riverside		
State/Country:	tate/Country: CALIFORNIA		
Postal Code: 92501			
Entity Type:	Corporation: CALIFORNIA		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	2984310	BENEFITSTRACKER	

# CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Michael.Violet@wolterskluwer.com Email:

**Correspondent Name: CT** Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka	
SIGNATURE:	/Doris Ka/	
DATE SIGNED:	04/27/2018	

#### **Total Attachments: 4**

source=aMS.Hub Insurance tm release 5722.0464#page1.tif source=aMS.Hub Insurance tm release 5722.0464#page2.tif source=aMS.Hub Insurance tm release 5722.0464#page3.tif source=aMS.Hub Insurance tm release 5722.0464#page4.tif

> **TRADEMARK** REEL: 006363 FRAME: 0117

ETAS ID: TM471541

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of April 25, 2018 (the "Effective Date"), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent for the First Lien Secured Parties (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of October 2, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "<u>U.S. Security Agreement</u>"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the U.S. Security Agreement, the Grantor executed the U.S. Intellectual Property Security Agreement, dated as of February 2, 2016 (the "<u>Trademark Security Agreement</u>");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 2, 2016 at Reel 5722 and Frame 0464;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the U.S. Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the U.S. Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and their respective 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), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK REEL: 006363 FRAME: 0118

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MORGAN STANLEY SENIOR FUNDING, INC., acting in its capacity as Collateral Agent for the First Lien Secured Parties

Name: Michael Gutilia
Title: Authorized Signatory

**GRANTOR:** 

HUB INTERNATIONAL INSURANCE SERVICES INC.

# SCHEDULE I

Trademark	Registration Number	Date of Registration	Owner
BENEFITSTRACKER	2984310	August 9, 2005	Hub International Insurance Services Inc.

**RECORDED: 04/27/2018** 

TRADEMARK REEL: 006363 FRAME: 0120