

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		08/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOOSEHEAD INSURANCE AGENCY, LLC		
Street Address:	C/O GOOSEHEAD INSURANCE, 1500 SOLANA BLVD, STE 4500		
City:	WESTLAKE		
State/Country:	TEXAS		
Postal Code:	76262		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4239146	G GOOSEHEAD INSURANCE	
Registration Number:	4239147	G GOOSEHEAD INSURANCE	
Registration Number:	4239148	GOOSEHEAD INSURANCE	
Serial Number:	87019258	GOOSEHEAD	
Serial Number:	87193280	G	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-00283		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	08/06/2018		

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Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 3, 2018 by MADISON CAPITAL FUNDING LLC, a Delaware limited liability company (“Secured Party”) to Goosehead Insurance Agency, LLC (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor and the Secured Party are parties to that certain Guarantee and Collateral Agreement dated as of October 27, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) executed in order to secure the prompt and complete payment, observance and performance of all of the obligations in accordance with the terms and conditions of the various loan documents;

WHEREAS, pursuant to the Collateral Agreement, the Grantor was required to execute and deliver a Trademark Security Agreement dated as of October 27, 2016 (the “Security Agreement”) to the Secured Party for purposes of filing with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, pursuant to the Collateral Agreement and Security Agreement, the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on October 27, 2016, at Reel 5908, Frame 0847;

WHEREAS, Grantor has requested that Secured Party terminate the Security Agreement and release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party’s security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates the Security Agreement and releases its continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and


(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC


By: 
Name: Clayton Bruce
Title: Director

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
G GOOSEHEAD INSURANCE	4239146	November 6, 2012	USA
G GOOSEHEAD INSURANCE	4239147	November 6, 2012	USA
GOOSEHEAD INSURANCE	4239148	November 6, 2012	USA

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
Goosehead (word mark)	87/019,258	April 29, 2016	USA
	87193280	October 5, 2016	USA