# CH \$90.00 37884

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM500281

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 5832/0557

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		11/30/2018	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	LEGACY SAFEGUARD, LLC
Street Address:	9111 Cypress Waters Blvd.
Internal Address:	Ste. 450
City:	Dallas
State/Country:	TEXAS
Postal Code:	75019
Entity Type:	Limited Liability Company: NEVADA
Name:	PREMIER PLANNING, LLC
Street Address:	9111 Cypress Waters Blvd.
Internal Address:	Ste. 450
City:	Dallas
State/Country:	TEXAS
Postal Code:	75019
Entity Type:	Limited Liability Company: NEVADA
Name:	ADVANCE PLANNING SERVICES, LLC
Street Address:	705 W. Benjamin Ave.
City:	Norfolk
State/Country:	NEBRASKA
Postal Code:	68701
Entity Type:	Limited Liability Company: NEVADA

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	3788417	PREMIER PLANNING	
Registration Number:	3202610	ADVANCE PLANNING SERVICES	
Serial Number:	87079062	LEGACY SAFEGUARD	

#### **CORRESPONDENCE DATA**

**Fax Number:** 4154391500

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.

**Email:** maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

**Address Line 2:** 555 California Street, Suite 2700 **Address Line 4:** San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	26180-14
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	11/30/2018

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

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2018, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for certain secured parties (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, LEGACY SAFEGUARD, LLC, a Nevada limited liability company, PREMIER PLANNING, LLC, a Nevada limited liability company, and ADVANCE PLANNING SERVICES, LLC, a Nevada limited liability company (each a "Pledgor" and collectively, the "Pledgors"), and Collateral Agent were parties to that certain Trademark Security Agreement dated as of July 1, 2016 (the "Security Agreement") pursuant to which each Pledgor granted a security interest to Collateral Agent in certain Trademark Collateral (as defined below) as security for certain obligations owing by each Pledgor to Collateral Agent, including the trademark registrations and applications set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 11, 2016, at Reel 5832, Frame 0557 to 0565;

WHEREAS, the Pledgors have requested that Collateral Agent terminate and release its security interest in and liens on the Trademark Collateral and reassign any and all rights in the same to such Pledgors; and

WHEREAS, the Pledgors have satisfied and fulfilled all of their obligations to release the Collateral Agent's security interest in the Trademark Collateral.

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

- I. Collateral Agent hereby terminates, releases and discharges its continuing security interest in and liens on each Pledgor's entire right, title and interest in and to any collateral in respect of which a security interest was granted to Collateral Agent under the Security Agreement, including the following, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising (all such items or types of property being herein collectively referred to as the "Trademark Collateral"):
  - (i) each trademark registration and application listed on <u>Schedule A</u> 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 registration and application; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by any Pledgor against third parties for past, present or future (a) infringement or dilution of each such trademark registration and application, or (b) injury to the goodwill associated with each such trademark registration and application.
- 2. Collateral Agent hereby reassigns, grants and conveys to Pledgors, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademark Collateral.

- 3. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release and Reassignment, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).
- 4. This Trademark Release and Reassignment may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: Name:

Title:

tle: Vice

# SCHEDULE A

# 1. Registered Trademarks

Mark	Registration No.	Owner
PREMIER PLANNING	3788417	PREMIER PLANNING, LLC
ADVANCE PLANNING SERVICES & Design	3202610	ADVANCE PLANNING SERVICES, LLC

# 2. Trademark Applications

**RECORDED: 11/30/2018** 

Mark	Application No.	Owner
LEGACY	87079062	LEGACY
SAFEGUARD		SAFEGUARD,
		LLC