

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		04/30/2019	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	LIVINGSTON INTERNATIONAL, INC.		
Street Address:	425 S Financial Place at Gateway Plaza, Suite 3220		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60605		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2155264	INSIGHT	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165863939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	CARINE ARTIGAS		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	958279-600046		
NAME OF SUBMITTER:	CARINE ARTIGAS		
SIGNATURE:	/CARINE ARTEGAS/		
DATE SIGNED:	05/06/2019		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY RIGHTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS** (this “Release”) is dated as of April 30, 2019 and delivered by Royal Bank of Canada, in its capacity as administrative agent for the benefit of the Secured Parties under the Security Agreement referred to below (together with its successors in such capacity, the “Administrative Agent”), in favor of Livingston International, Inc., a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below) or the IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of January 20, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among 2219987 Ontario Inc., as borrower, Livingston International, Inc., the other grantors from time to time party thereto and the Administrative Agent, in order to secure payments of certain obligations, the Grantor was required to execute and deliver an Intellectual Property Security Agreement, dated as of January 20, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) and pursuant thereto the Grantor assigned, pledged and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Collateral, including without limitation the Collateral listed on Schedule I hereto, and including without limitation all proceeds, products, rents and profits of or from any and all of the foregoing Collateral.

WHEREAS, pursuant to the IP Security Agreement, a security interest in the Collateral was recorded with the United States Patent and Trademark Office on January 26, 2010 at Reel/Frame 004137/0585.

WHEREAS, the Administrative Agent acknowledges the full payment and performance of the obligations, and as a result desires to terminate and release the entirety of any security interest it may have in the Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, hereby fully terminates, releases, cancels and forever discharges any and all security interests it has in the Collateral, terminates the IP Security Agreement, and retransfers, re-conveys and reassigns to the Grantor and without representation or warranty of any kind, express or implied, free and clear of any claims by the Administrative Agent, all right, title or interest of the Administrative Agent (if any) in, to or under the Collateral. The Administrative Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ROYAL BANK OF CANADA,
as Administrative Agent

By: 

Name: Helena Sadowski
Title: Manager, Agency

{Signature Page to Termination and Release of Security Interest in Intellectual Property Rights}

Schedule I

Trademarks

<u>Trademarks</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiry</u>
INSIGHT	Livingston International, Inc.	2,155,264	05/May/1998 (renewed in 2008)	05/May/201 8