

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK, AS COLLATERAL AGENT		06/13/2019	Bank: GEORGIA
RECEIVING PARTY DATA			
Name:	AMERILIFE FINANCIAL ADVISORS LLC		
Street Address:	2650 MCCORMICK DRIVE		
Internal Address:	SUITE 300 T		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	33759		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5558716	AMERILYZER	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1095647 C1		
NAME OF SUBMITTER:	Elizabeth Wagenbach		
SIGNATURE:	/Elizabeth Wagenbach/		
DATE SIGNED:	06/14/2019		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE is made as of June 13, 2019 by SUNTRUST BANK, as Collateral Agent under the Credit Agreement referred to below (“*Secured Party*”).

WITNESSETH:

Reference is made to the First Lien Credit Agreement dated as of July 10, 2015 (as amended and in effect on the date hereof, the “*Credit Agreement*”), among AMERILIFE GROUP, LLC, a Delaware limited liability company (the “*Borrower*”), AmeriLife Midco LLC, a Delaware limited liability company, the lenders from time to time party thereto and Secured Party, as Administrative Agent and Collateral Agent (as defined in the Credit Agreement).

WHEREAS, Secured Party and AMERILIFE FINANCIAL ADVISORS LLC, a Delaware limited liability company (“*Grantor*”), are parties to that certain Security Agreement, dated as of July 10, 2015 (the “*Security Agreement*”);

WHEREAS, in connection with the Security Agreement, Secured Party and Grantor are parties to that certain (i) Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of December 6, 2017 and (ii) Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of November 20, 2018 (collectively, the “*Trademark Security Agreements*”), pursuant to which Grantor granted a security interest to Secured Party in the Trademarks (as defined in the Security Agreement) and all goodwill of the business connected with the use of and symbolized by each Trademark;

WHEREAS, Secured Party recorded the Trademark Security Agreements with the Assignment Recordation Branch of the United States Patent and Trademark Office on (i) January 15, 2018 at Reel 006249, Frame 0371 and (ii) November 28, 2018 at Reel 006543, Frame 0625; and

WHEREAS, pursuant to that certain payoff letter in reference to the repayment of indebtedness owing by the Borrower pursuant to the Credit Agreement, dated as of June 12, 2019, between Secured Party, as Administrative Agent and Collateral Agent, and the Borrower, Secured Party has agreed to release its rights under the Security Agreement and the Trademark Security Agreements, but only with respect to those Trademarks set forth in Schedule I (the “*Released Trademarks*”) and to reconvey to Grantor any and all rights in and to the Released Trademarks and all goodwill of the business connected with the use of and symbolized by each Released Trademark.

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

1. Secured Party hereby terminates, releases and discharges its security interest in the Released Trademarks originally granted to Secured Party pursuant to the Security Agreement and the Trademark Security Agreements and releases all other rights it may have to the Released Trademarks under the Security Agreement and the Trademark Security Agreements.

2. Secured Party, to the extent granted in the Security Agreement or the Trademark Security Agreements, hereby assigns, grants and otherwise re-conveys to Grantor, without any representation, recourse or undertaking by Secured Party, all of its right, title and interest in and to the Released Trademarks and all goodwill associated therewith originally granted to Secured Party pursuant to the Security Agreement or the Trademark Security Agreements.
3. Upon the request of Grantor, Secured Party, at the Grantor's expense, further agrees to execute all documents necessary to demonstrate and confirm the parties' intent under this Release.
4. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

SUNTRUST BANK, as Collateral Agent

By: 

Name: Richard W. Jantzen, III

Title: Vice President

[Release of Trademark Security Interest]

TRADEMARK
REEL: 006669 FRAME: 0910

**SCHEDULE I
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

TRADEMARKS

Trademark	Registration Number	Registration Date	Filing Date
AMERILYZER	5,558,716	September 11, 2018	July 26, 2017