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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM531053

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		06/28/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. RISK, LLC
Street Address:	8401 N. CENTRAL EXPRESSWAY
Internal Address:	SUITE 1000
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1981843	U.S. RISK
Registration Number:	2749690	LIGHTHOUSE UNDERWRITERS, LLC
Registration Number:	3012977	
Registration Number:	3632770	QUOTE NOW
Registration Number:	3988796	UPA
Registration Number:	4224331	ARMORPARK
Registration Number:	4214530	UNISOURCE
Registration Number:	4306486	TCAP
Registration Number:	4205227	TAKE 1 INSURANCE
Registration Number:	4198437	STAFFPAK
Registration Number:	4886311	U.S. RISK SOLUTIONS
Registration Number:	4852885	U.S. RISK PROS
Registration Number:	4200818	HEALTH CARE PROS INSURANCE SOLUTIONS FOR

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-2073

Email: ksolomon@stblaw.com

Correspondent Name: NICOLE PALMADESSO, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 003046/0007

NAME OF SUBMITTER: NICOLE PALMADESSO

SIGNATURE: /NP/

DATE SIGNED: 07/09/2019

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 28, 2019, by Antares Capital LP, in its capacity as administrative agent ("Agent"), in favor of U.S. Risk, LLC, a Delaware limited liability company ("Grantor") pursuant to the Collateral Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement.

WITNESSETH:

WHEREAS, Grantor and Agent were parties to that certain Guarantee and Collateral Agreement dated as of July 29, 2016, made by Grantor in favor of Agent (the "Collateral Agreement");

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of July 29, 2016 (the "Security Agreement"), pursuant to which Grantor granted a continuing first priority security interest (the "Security Interest") to Agent for the benefit of all Lenders in the Trademark Collateral (as defined below), including certain of the trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 1, 2016 at Reel 5842, Frame 0857; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

- 1. Agent hereby terminates the Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in and to the following (collectively the "Trademark Collateral") shall hereby cease and become void:
 - (a) all of its Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all 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. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.
- 3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature page follows]

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

ANTARES CAPITAL LP, as Agent

Nama: Danielle Attaie

Its: Duly Authorized Signatory

REEL: 006689 FRAME: 0358

SCHEDULE I TO TRADEMARK RELEASE AND REASSIGNMENT

Trademark Registrations

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	
U.S. Risk, LLC	U.S. RISK	1,981,843	06/25/1996	
[U.S. Risk, LLC	Capation to be written to	2,749,690	08/12/2003	
U.S. Risk, LLC		3,012,977	11/08/2005	
U.S. RISK, LLC		(To be abandoned)		
U.S. Risk, LLC	QUOTE NOW	3,632,770	06/02/2009	
	QUOTENOW	(To be abandoned)		
U.S. Risk, LLC	UPA	3,988,796	07/05/2011	
U.S. Risk, LLC	(Amortari	4,224,331	10/16/2012	
U.S. Risk, LLC	UNISOURCE	4,214,530	09/25/2012	
U.S. Risk, LLC	TCAP	4,306,486	03/19/2013	
U.S. Risk, LLC	Single Take 1	4,205,227	09/11/2012	
U.S. Risk, LLC	STAFFPAK	4,198,437	08/28/2012	
U.S. Risk, LLC	U.S. RISK SOLUTIONS	4,886,311	01/12/2016	
U.S. Risk, LLC	U.S. RISK PRO	(Abandoned)	N/A	
U.S. Risk, LLC]	U.S. RISK PROS	4,852,885	11/10/2015	
U.S. Risk, LLC	HEALTHCASEP+88	4,200,818	09/04/2012	

Trademark Applications

Grantor	Mark	Application Date
U.S. Risk, LLC	U.S. RISK CONNECT	5/4/16

RECORDED: 07/09/2019