

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531057

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: 1			
Property Type	Number	Word Mark	
Registration Number:	5424031	U.S. RISK CONNECT	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(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: 3			
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source=executed US Risk - TM Release (8.29.18)#page2.tif			

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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 August 29, 2018 (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 April 9, 2019 at Reel 6613, Frame 0601; 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

By: *Danielle Attaie*

Name: Danielle Attaie

Its: Duly Authorized Signatory

**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 CONNECT	5424031	3/13/18