

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		09/03/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	MCMC LLC		
Street Address:	300 Crown Colony Drive		
City:	Quincy		
State/Country:	MASSACHUSETTS		
Postal Code:	02169		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4579375	PPO FUSION	
Registration Number:	4242759	ZEBRA MAKING DECISIONS BLACK AND WHITE	
Registration Number:	4242756	ZEBRA	
Registration Number:	3840859	SCHEDULELINK+	
Registration Number:	3275789		
Registration Number:	3275788	MCMC	
Registration Number:	2857678	WEBOPUS	
Registration Number:	2444378	LET THE EXPERTS TAKE A LOOK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049268-0154		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$215.00 4579375

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	09/04/2019
Total Attachments: 4 source=Onex Release - York Supplemental Trademark Security Agreement Execution Version-v4#page1.tif source=Onex Release - York Supplemental Trademark Security Agreement Execution Version-v4#page2.tif source=Onex Release - York Supplemental Trademark Security Agreement Execution Version-v4#page3.tif source=Onex Release - York Supplemental Trademark Security Agreement Execution Version-v4#page4.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS (SUPPLEMENTAL)**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS (SUPPLEMENTAL)**, dated as of September 3, 2019 (this "Release"), is made by, Bank of America, N.A., as administrative agent for the benefit of the Secured Parties ("Administrative Agent"), in favor of Comparters, Inc., a California corporation, and MCMC LLC, a Delaware limited liability company (each, an "Additional Grantor," and collectively, the "Additional Grantors"). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Supplemental Trademark Security Agreement (as defined below), or if not defined therein, in the Pledge and Security Agreement (as defined below).

WITNESSETH

WHEREAS, York Risk Services Holding Corp., a Delaware corporation (the "Company Borrower"), entered into that certain Credit Agreement, dated as of October 1, 2014 (as may have been amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), among Onex York Mid Corp., the Company Borrower, Onex York Finance LP, as Tower Borrower (the "Tower Borrower" and, together with the Company Borrower, each a "Borrower" and collectively, the "Borrowers"), the other Subsidiary Guarantors from time to time party thereto, the Lenders, the Issuing Lenders from time to time party thereto and the Administrative Agent.

WHEREAS, the Grantors (as defined in the Pledge and Security Agreement) and certain other Persons have executed and delivered that certain Pledge and Security Agreement, dated as of October 1, 2014, in favor of the Administrative Agent (as the same may have been amended, restated, amended and restated or otherwise modified, the "Original Pledge and Security Agreement" and, as supplemented by the Assumption Agreement (as defined below), the "Pledge and Security Agreement").

WHEREAS, pursuant to the Credit Agreement, each Additional Grantor entered into that certain Assumption Agreement, dated as of February 20, 2015 (as the same may have been amended, restated, amended and restated or otherwise modified, the "Assumption Agreement"), in favor of the Administrative Agent, pursuant to which each Additional Grantor (a) became a party to the Original Pledge and Security Agreement and (b) collaterally assigned, granted, mortgaged and pledged to the Administrative Agent and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Additional Grantor's right, title, and interest in and to the Additional Trademark Collateral (as defined below).

WHEREAS, pursuant to the Pledge and Security Agreement, the Additional Grantors executed and delivered that certain Supplemental Trademark Security Agreement, dated as of February 20, 2015 (the "Supplemental Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on February 23, 2015, at Reel/Frame No. 5464/0226 (with respect to Comparters, Inc.), and at Reel/Frame No. 5464/0253 (with respect to MCMC, LLC);

WHEREAS, pursuant to the Pledge and Security Agreement and the Supplemental Trademark Security Agreement, each Additional Grantor collaterally assigned, granted, mortgaged, and pledged to the Administrative Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Additional Grantor's Obligations, a security interest in all of the following property then owned or at any time thereafter acquired by such Additional Grantor or in which such Additional Grantor then had or at any time thereafter may have acquired any right, title or interest and wherever the same may be located: (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks; certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing owned by such Additional Grantor and listed as such on Schedule A, and all rights corresponding thereto throughout the world; (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing; (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and (vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world; but excluding any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law. (the "Additional Trademark Collateral"); and

WHEREAS, the Additional Grantors have requested the Administrative Agent to, and the Administrative Agent now desires to, terminate and release its lien on and security interest in the Additional Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without recourse or warranty and at the Additional Grantors' sole cost and expense, hereby terminates, cancels and releases its lien on and security interest in the Additional Trademark Collateral, and hereby reassigns to each Additional Grantor any right, title or interest it may have in the Additional Trademark Collateral of such Additional Grantor.

The Administrative Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release at the Additional Grantors' sole cost and expense.

[Signature page follows]

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

BANK OF AMERICA, N.A.,
as Administrative Agent






By: 
Name: Kevin L. Ahart
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks (Supplemental)]

TRADEMARK
REEL: 006735 FRAME: 0929

SCHEDULE A

Trademark Registrations and Applications

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	 <small>COMPARTNERS</small>	77429574 3/24/2008	3621707 5/19/2009	Registered	CompPartners, Inc.
2.	 <small>COMPARTNERS</small>	77427292 3/20/2008	3614793 5/5/2009	Registered	CompPartners, Inc.
3.	PPO FUSION	86134670 12/4/2012	4579375 8/5/2014	Registered	MCMC, LLC
4.	ZEBRA MAKING DECISIONS BLACK AND WHITE 	85276023 3/24/2011	4242759 11/13/2012	Registered	MCMC, LLC
5.	ZEBRA	85275688 3/24/2011	4242756 11/13/2012	Registered	MCMC, LLC
6.	SCHEDULELINK+	77920330 1/26/2010	3840859 8/31/2010	Registered	MCMC, LLC
7.	Design Only 	76617523 10/21/2004	3275789 8/7/2007	Registered	MCMC, LLC
8.	MCMC 	76617522 10/21/2004	3275788 8/7/2007	Registered	MCMC, LLC
9.	WEBOPUS	76531882 7/24/2003	2857678 6/29/2004	Registered	MCMC, LLC
10.	LET THE EXPERTS TAKE A LOOK	76015397 4/3/2000	2444378 4/17/2001	Registered	MCMC, LLC