

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property (1st Lien)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as successor collateral agent to Macquarie US Trading LLC		11/01/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	RSC Insurance Brokerage, Inc.
Street Address:	160 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Corporation: DELAWARE
Name:	Atlass Special Risks, Inc.
Street Address:	1300 S.E. 17th St., Suite 220
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33316
Entity Type:	Corporation: FLORIDA
Name:	Emmett W. MacCorkle, Inc., Insurance Services
Street Address:	577 Airport Blvd., #300
City:	Burlingame
State/Country:	CALIFORNIA
Postal Code:	94010
Entity Type:	Corporation: CALIFORNIA
Name:	ALTRU, LLC
Street Address:	3975 Erie Ave.
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45208
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 18

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4330963	NORTHWEST COMPREHENSIVE HIGHER EDUCATION
Registration Number:	3123427	THE TOTAL PROTECTION PROGRAM
Registration Number:	3099748	THE HEALTHPLAN OPTIMIZER
Registration Number:	2584362	SINGER NELSON CHARLMERS
Registration Number:	3057600	RE-SOLUTIONS INTERMEDIARIES, LLC
Registration Number:	4288355	RE-SOLUTIONS INTERMEDIARIES
Registration Number:	4555488	RE-SOURCES
Registration Number:	3733891	SEAWAVE YACHT INSURANCE
Registration Number:	3733890	SEAWAVE
Registration Number:	4817632	PRIME TIME BOAT INSURANCE
Registration Number:	4827111	PRIME TIME BOAT INSURANCE
Registration Number:	4854542	PRIME TIME HIGH PERFORMANCE
Registration Number:	4279798	PRIME TIME HIGH PERFORMANCE
Registration Number:	4889144	ATLASS INSURANCE
Registration Number:	4027823	MACCORKLE INSURANCE SERVICE
Registration Number:	5118779	RE-SOLUTIONS
Registration Number:	2127338	ALTRU
Registration Number:	4690849	UHAS

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Giselle Alvarado, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Giselle Alvarado
SIGNATURE:	/Giselle Alvarado/
DATE SIGNED:	11/04/2019

Total Attachments: 6
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of November 1, 2019, is made by Antares Capital LP, as successor collateral agent to Macquarie US Trading LLC (in such capacity, "Collateral Agent"), in favor of RSC INSURANCE BROKERAGE, INC., ATCLASS SPECIAL RISKS, INC., EMMETT W. MACCORKLE, INC., INSURANCE SERVICES and ALTRU, LLC (collectively, the "Grantors"), as follows:

WITNESSETH:

WHEREAS, reference is made to the First Lien Credit Agreement, dated as of November 30, 2015 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among RSC Parent, Inc., a Delaware corporation ("Holding"), RSC Acquisition, Inc., a Delaware corporation (the "Parent Borrower"), RSC Insurance Brokerage, Inc., a Delaware corporation, the Collateral Agent, the several banks and other financial institutions from time to time party thereto, and certain other parties from time to time party thereto;

WHEREAS, pursuant to the Credit Agreement, that certain First Lien Guarantee and Collateral Agreement, dated as of November 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by the Grantors, Holding, the Parent Borrower and the other parties party thereto in favor of the Collateral Agent, and those certain agreements described on Annex I attached hereto (collectively with the Guarantee and Collateral Agreement, the "Security Agreements"), the Grantors granted a security interest (the "Security Interest") in certain collateral in favor of the Collateral Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, Collateral Agent now desires to terminate and release the entirety of its Security Interest in the IP Collateral described on Annex I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term "IP Collateral", as used herein, shall mean all of the Grantors' right, title and interest in, to and under the Copyrights and Trademarks listed on Annex I attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement or the Security Agreements, as applicable.

2. Release of Security Interest. Collateral Agent, acting at the direction of the Secured Parties, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantors, and their successors and assigns, its Security Interest in and to the IP Collateral, and any and all right, title and interest of the Collateral Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. Each Security Agreement is hereby terminated, cancelled, released, relinquished and discharged in full.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

4. Further Assurances. From time to time after the date hereof, upon Grantors' reasonable request, or upon the reasonable request of Grantors' successors, assigns or other legal representatives, Collateral Agent agrees to provide Grantors or their successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Collateral Agent's Security Interest in the IP Collateral (without recourse, representation or warranty and at Grantors' sole cost and expense).

7. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Lana Dweik

Title: Duly Authorized Signatory

ANNEX I

Grant of Security Interest in Trademarks (First Lien) dated as of November 30, 2015 and filed with the United States Patent and Trademark Office on December 3, 2015 at Reel 005681, Frame 0607; Assignment of Intellectual Property Security Agreements dated as of March 5, 2018 and filed with the United States Patent and Trademark Office on March 5, 2018 at Reel 6283, Frame 0657.

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
NORTHWEST COMPREHENSIVE HIGHER EDUCATION BENEFIT ALLIANCE	85681093	4330963	5/7/2013	RSC Insurance Brokerage, Inc.
THE TOTAL PROTECTION PROGRAM	78687860	3123427	8/1/2006	RSC Insurance Brokerage, Inc.
THE HEALTHPLAN OPTIMIZER	76620116	3099748	6/6/2006	RSC Insurance Brokerage, Inc.
SINGER NELSON CHARLMERS	75923603	2584362	6/25/2002	RSC Insurance Brokerage, Inc.
Re-Solutions Intermediaries, LLC	78562568	3057600	2/7/2006	RSC Insurance Brokerage, Inc.
Re-Solutions Intermediaries	85631384	4288355	2/12/2013	RSC Insurance Brokerage, Inc.
Re-Sources	86101663	4555488	6/24/2014	RSC Insurance Brokerage, Inc.

Grant of Security Interest in Copyrights (First Lien) dated as of November 30, 2015 and filed with the United States Copyright Office on December 7, 2015 in Volume 9930, Document 935; Assignment of Intellectual Property Security Agreements dated as of March 5, 2018¹.

Copyright Registrations

<u>TITLE</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
DSG electronic briefcase brochure.	TXu001331268	12/18/2006	RSC Insurance Brokerage, Inc.
DSG fine art dealer application.	TXu001331271	12/18/2006	RSC Insurance Brokerage, Inc.
DSG insurance for food processing operations brochure.	TXu001331266	12/18/2006	RSC Insurance Brokerage, Inc.
DSG insurance for law firms Q&A brochure.	TXu001331265	12/18/2006	RSC Insurance Brokerage, Inc.
DSG insurance for skate parks brochure.	TXu001331269	12/18/2006	RSC Insurance Brokerage, Inc.
DSG insurance for wineries and vineyards brochure.	TXu001331270	12/18/2006	RSC Insurance Brokerage, Inc.

¹ The Assignment of Intellectual Property Security Agreements dated as of March 5, 2018, executed and delivered by Macquarie US Trading LLC to Antares Capital LP was not recorded with the United States Copyright Office.

<u>TITLE</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
DSG newsletter In touch.	TXu001331267	12/18/2006	RSC Insurance Brokerage, Inc.
DSG perspective template.	TXu001331640	12/18/2006	RSC Insurance Brokerage, Inc.
DSG service commitment brochure.	TXu001331272	12/18/2006	RSC Insurance Brokerage, Inc.
DSG services brochure (commercial risk & claims, risk management).	TXu001331273	12/18/2006	RSC Insurance Brokerage, Inc.

Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien) dated as of May 10, 2016; Assignment of Trademark Security Agreement dated as of March 5, 2018 and filed with United States Patent and Trademark Office on March 5, 2018 at Reel 6283, Frame 0670.

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
SEAWAVE YACHT INSURANCE	77747979	3733891	1/5/2010	Atlass Special Risks, Inc.
SEAWAVE	77747974	3733890	1/5/2010	Atlass Special Risks, Inc.
PRIME TIME BOAT INSURANCE	86539766	4817632	9/22/2015	Atlass Special Risks, Inc.
PRIME TIME BOAT INSURANCE	86563251	4827111	10/6/2015	Atlass Special Risks, Inc.
PRIME TIME HIGH PERFORMANCE	86563238	4854542	11/17/2015	Atlass Special Risks, Inc.
PRIME TIME HIGH PERFORMANCE	85652218	4279798	1/22/2013	Atlass Special Risks, Inc.
ATLASS INSURANCE	86661252	4889144	1/19/2016	Atlass Special Risks, Inc.

Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien) dated as of November 30, 2015 and filed with the United States Patent and Trademark Office on December 3, 2015 at Reel 005681, Frame 0767; Assignment of Trademark Security Agreement dated as of March 5, 2018 and filed with the United States Patent and Trademark Office on March 5, 2018 at Reel 6283, Frame 0683.

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
MACCORKLE INSURANCE SERVICE	85091708	4027823	9/20/2011	Emmett W. MacCorkle, Inc.

Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien) dated as of March 5, 2018 and filed with the United States Patent and Trademark Office on March 5, 2018 at Reel 6283, Frame 0722.

Trademark Applications and Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
RE-SOLUTIONS	87050815	5118779	1/10/2017	RSC Insurance Brokerage, Inc.

Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien) dated as of March 5, 2018 and filed with the United States Patent and Trademark Office on March 5, 2018 at Reel 6283, Frame 0699.

U.S. Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
SEAWAVE YACHT INSURANCE	77747979	3733891	1/5/2010	Atlass Special Risk, Inc.
SEAWAVE	77747974	3733890	1/5/2010	Atlass Special Risk, Inc.
PRIME TIME BOAT INSURANCE	86539766	4817632	9/22/2015	Atlass Special Risk, Inc.
PRIME TIME BOAT INSURANCE	86563251	4827111	10/6/2015	Atlass Special Risk, Inc.
PRIME TIME HIGH PERFORMANCE	86563238	4854542	11/17/2015	Atlass Special Risk, Inc.
PRIME TIME HIGH PERFORMANCE	85652218	4279798	1/22/2013	Atlass Special Risk, Inc.
ATLASS INSURANCE	86661252	4889144	1/19/2016	Atlass Special Risk, Inc.

Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien) dated as of July 6, 2018 and filed with the United States Patent and Trademark Office on July 6, 2018 at Reel 6373, Frame 0435.

U.S. Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
ALTRU	75231649	21277338	1/6/1998	ALTRU, LLC

Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien) dated as of December 12, 2018 and filed with the United States Patent and Trademark Office on December 12, 2018 at Reel 6499, Frame 0252.

U.S. Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Grantor</u>
UHAS	86159958	4690849	2/24/2015	RSC Insurance Brokerage, Inc.