

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONROE CAPITAL MANAGEMENT ADVISORS, LLC		09/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	QUOTELAB, LLC		
Street Address:	700 S. Flower Street, Suite 640		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4454251	QUOTELAB	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1268897		
NAME OF SUBMITTER:	Jonathan Fuste		
SIGNATURE:	/Jonathan Fuste/		
DATE SIGNED:	09/23/2020		
Total Attachments: 3			
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OP \$40.00 4454251

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of September 23, 2020 (“Effective Date”), by **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company, as Administrative Agent for the Secured Parties (in such capacity, the “Administrative Agent”), in favor of **QUOTELAB, LLC**, a Delaware limited liability company (“Grantor”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (defined below) (or if not defined therein, the Trademark Security Agreement (defined below)).

WHEREAS, reference is made to: (a) that certain Credit Agreement dated as of February 26, 2019, among QL Holdings LLC, a Delaware limited liability company (“Holdings”), Grantor, the Subsidiaries of Grantor from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) that certain Guaranty and Collateral Agreement dated as of February 26, 2019, among Holdings, Grantor, the other Grantors from time to time party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”);

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of February 26, 2019, by and between Grantor and the Administrative Agent, which was recorded with the United States Patent and Trademark Office on February 26, 2019, at Reel 6574, Frame 0347 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), Grantor granted to the Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, pursuant to the Payoff Letter dated September 23, 2020, among, *inter alia*, Grantor and the Administrative Agent, the Administrative Agent agreed to release any and all right, title and interest in, to and under the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby covenants and agrees as follows:

1. The Administrative Agent hereby terminates, cancels, releases and discharges all of its right, title and interest in, to and under the Trademark Collateral granted pursuant to the Trademark Security Agreement, and hereby reassigns, retransfers and reconveys to Grantor all of its right, title and interest in, to and under the Trademark Collateral granted pursuant to the Trademark Security Agreement.

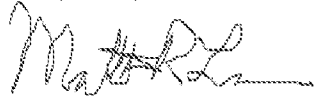
2. The Administrative Agent hereby authorizes and requests the United States Patent and Trademark Office to record this Release and agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

3. The Administrative Agent represents and warrants that it has the full power and authority to execute this Release. Except as expressly provided in the preceding sentence, the execution and delivery of this Release are made without representation or warranty of any kind or nature by the Administrative Agent.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: 
Name: Matthew R. Lane
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

**TRADEMARK
REEL: 007059 FRAME: 0869**

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademark Registrations and Applications

Grantor	Country	Mark	Application No.	Registration No.
QuoteLab, LLC	US	QuoteLab	85/920,064	4454251

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.