

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC, as Collateral Agent		11/18/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AmWINS Group, LLC
Street Address:	4725 Piedmont Row Drive, Suite 600
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
Entity Type:	Limited Liability Company: DELAWARE
Name:	COMMUNITAS, INC.
Street Address:	60-D Audubon Road
City:	Wakefield
State/Country:	MASSACHUSETTS
Postal Code:	01880
Entity Type:	Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3261672	COMMUNITAS
Registration Number:	2486385	WEBTPA
Registration Number:	3430147	WEB-TPA
Registration Number:	4453983	WEBTPA AN AMWINS GROUP COMPANY

CORRESPONDENCE DATA

Fax Number:

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: 7043778156

Email: jcarusone@robinsonbradshaw.com

Correspondent Name: Jennifer Carusone

CH \$115.00 3261672

Address Line 1: 101 N. Tryon St. Suite 1900
Address Line 2: c/o Robinson, Bradshaw & Hinson, P.A.
Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER: Jennifer Carusone

SIGNATURE: /Jennifer Carusone/

DATE SIGNED: 11/18/2020

Total Attachments: 4

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT PARTIAL RELEASE

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (the “**Release**”) dated November 18, 2020, is made in favor of AmWINS Group, Inc., a Delaware corporation (the “**Borrower**”), American Wholesale Insurance Holding Company, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiary Guarantors, Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the First Lien Guarantee and Collateral Agreement (as defined below) or the Intellectual Property Security Agreements (as defined below), as applicable.

WHEREAS, the Borrower, Holdings, the other Subsidiary Guarantors from time to time party thereto, the lenders party thereto and the Collateral Agent entered into that certain First Lien Credit Agreement, dated as of January 25, 2017 (as amended, restated, amended and restated, replaced, supplemented and/or modified from time to time prior to the date hereof, the “**First Lien Credit Agreement**”).

WHEREAS, in connection with the First Lien Credit Agreement, the Borrower, Holdings, the Subsidiary Guarantors and the Collateral Agent entered into that certain First Lien Guarantee and Collateral Agreement, dated as of January 25, 2017 (as amended, restated, amended and restated, replaced, supplemented and/or modified from time to time prior to the date hereof, the “**First Lien Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors, and the Grantors and the Collateral Agent executed and delivered certain Intellectual Property Security Agreements including that certain First Lien Trademark Security Agreement, dated as of January 25, 2017, among AmWINS Group, LLC, Communitas, Inc. and AmWINS Group Benefits, Inc., each as a Grantor, and the Collateral Agent, which was filed and recorded on February 21, 2017 with the United States Patent and Trademark Office at Reel/Frame 5993/0260 (as amended and restated, supplemented or otherwise modified from time to time and, collectively, the “**Intellectual Property Security Agreement**”) in favor of the Collateral Agent for the benefit of the Secured Parties.

WHEREAS, each of Communitas, Inc. and webTPA Employer Services, LLC (collectively, the “**Released Subsidiaries**”) are Restricted Subsidiaries under the Credit Agreement and indirect subsidiaries of the Borrower.

WHEREAS, the Borrower intends to sell the Equity Interests of the Released Subsidiaries to a third party pursuant to a Share Purchase Agreement, dated October 22, 2020, (“**Purchase Agreement**”) at which time the Released Subsidiaries will cease to be Restricted Subsidiaries under the Credit Agreement and the Liens created by the First Lien Guarantee and Collateral Agreement and the Intellectual Property Security Agreement on the property of each Released Subsidiaries shall be automatically released, including certain U.S. Intellectual Property

assets included in the Collateral (as defined in the First Lien Guarantee and Collateral Agreement) (the “**Divested Collateral**”).

WHEREAS, in connection with the Purchase Agreement, AmWINS Group, LLC intends to assign or otherwise facilitate the transfer of certain U.S. Intellectual Property assets included in the Collateral (as defined in the First Lien Guarantee and Collateral Agreement) to the Released Subsidiaries.

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Divested Collateral (including the U.S. Intellectual Property provided in Schedule A attached hereto) in accordance with the First Lien Guarantee and Collateral Agreement and the Intellectual Property Security Agreement.

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

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantors its entire right, title and interest in, and reassigns to the Grantors, without representation or warranty of any kind, any and all right, title and interest in and to the Divested Collateral, including the U.S. Intellectual Property listed on Schedule A granted to it pursuant to the First Lien Guarantee and Collateral Agreement and the Intellectual Property Security Agreement.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the applicable officials of the United States Patent and Trademark Office record this Release.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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

**GOLDMAN SACHS LENDING
PARTNERS LLC,**
as Collateral Agent

By:  _____

Name:

Title:

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Grantor	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
United States	Communitas, Inc.	COMMUNITAS	76/644,506	8/9/2005	3261672	7/10/2007	Registered
United States	AmWINS Group, LLC	WEBTPA	75/907,953	1/31/2000	2486385	9/4/2001	Registered
United States	AmWINS Group, LLC	WEB-TPA	77/266,079	8/28/2007	3430147	5/20/2008	Registered
United States	AmWINS Group, LLC	WEBTPA An AmWINS Group Company & Design	85/902,789	4/12/2013	4453983	12/24/2013	Registered