

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		04/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ayres-Rice Insurance Agency, Inc.		
Street Address:	452 N. GRAND STREET		
City:	SCHOOLCRAFT		
State/Country:	MICHIGAN		
Postal Code:	49087		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5414580	TRUST SHIELD	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	04/20/2021		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of April 16, 2021, by MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (in such capacity, “Agent”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement described below.

WITNESSETH:

WHEREAS, Agent and Ayres-Rice Insurance Agency, Inc. (d/b/a Trust Shield), a Michigan corporation (“Grantor”), were parties to that certain Trademark Security Agreement dated as of May 6, 2020 (the “Agreement”), pursuant to which Grantor granted a security interest to Agent in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including, without limitation, the Trademarks set forth on Schedule I hereto;

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on May 6, 2020, at Reel 6931, Frame 0621; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases, terminates and discharges its continuing security interest in Grantor’s entire right, title and interest in and to the following (collectively the “Trademark Collateral”):

- a. all of its registered Trademarks set forth on Schedule I hereto;
- b. all reissues, continuations or extensions of the foregoing;
- c. subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- d. 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 any Trademark or (ii) injury to the goodwill associated with any Trademark.

2. Agent hereby releases its security interest in and lien on the Trademark Collateral.

3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent’s right, title and interest in and to the Trademark Collateral.

4. Agent hereby terminates the Agreement.

5. Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file any

applicable Uniform Commercial Code financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in any applicable governmental office or agency. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

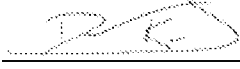
6. This Release shall be governed by and construed in accordance with the laws of the State of Illinois, and shall be binding on the Grantor's and the Agent's representatives, successors, assigns and transferees.

7. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Fax or electronic (by email delivery in .pdf format) signatures shall have the same force and effect as if original signatures had been delivered.

[Signature Pages Follow]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

By: 
Name: David Kelly
Title: Director

SCHEDULE I

Grantor	Trademark Description	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
AYRES-RICE INSURANCE AGENCY, INC.	TRUST SHIELD	87460259	5414580	May 23, 2017	February 27, 2018