

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		07/01/2021	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Norman - Spencer Agency, LLC		
Street Address:	c/o Constellation Affiliated Partners LLC 156 W 56th Street		
Internal Address:	Suite 1201		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: OHIO		
Name:	Insurgent Consulting, LLC		
Street Address:	c/o Constellation Affiliated Partners LLC 156 W 56th Street		
Internal Address:	Suite 1201		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5738087	INSURGENT CONSULTING	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kelsie Kelly		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	127730.00002		

CH \$40.00 5738087

NAME OF SUBMITTER:	Kelsie Kelly
SIGNATURE:	/Kelsie Kelly/
DATE SIGNED:	07/16/2021
Total Attachments: 4 source=Antares Capital L.P. _Norman Spencer Agency _Insurgent Consulting - Trademark Release Agreement#page1.tif source=Antares Capital L.P. _Norman Spencer Agency _Insurgent Consulting - Trademark Release Agreement#page2.tif source=Antares Capital L.P. _Norman Spencer Agency _Insurgent Consulting - Trademark Release Agreement#page3.tif source=Antares Capital L.P. _Norman Spencer Agency _Insurgent Consulting - Trademark Release Agreement#page4.tif	

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of July 1, 2021, by Antares Capital LP, in its capacity as administrative agent for the Secured Parties (the “Agent”), in favor of Norman-Spencer Agency, LLC, a Ohio limited liability company (“Norman-Spencer”) and Insurgent Consulting, LLC, a Ohio limited liability company (“Insurgent” and together with Norman-Spencer, each a “Grantor” and, collectively, the “Grantors”), pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement, dated as of April 9, 2020, by and among the Grantors, the other grantors party thereto and the Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor pledged and collaterally assigned to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s Collateral;

WHEREAS, the Grantors and the Agent were parties to that certain Trademark Security Agreement, dated as of April 9, 2020 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a Lien and security interest in all of its right, title and interest in, to and under certain collateral, including, but not limited to the Trademark Collateral (as defined below) to secure the prompt and complete payment and performance of the Secured Obligations, including the Trademarks (as defined below) set forth on Schedule I hereto (the “Security Interest”);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 9, 2020 at Reel 6911, Frame 0422; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Agent hereby states as follows:

1. The Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

- a. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark including, without limitation, those referred to on Schedule I attached hereto;
- b. all renewals and extensions of the foregoing;
- c. the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. The Agent hereby agrees, at Grantors' expense, to execute and deliver to the Grantors such documents, instruments, notices and releases as the Grantors shall reasonably request to evidence the release of the Security Interest contemplated hereby.

3. THIS RELEASE SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED BY THE SECURITY AGREEMENT, OR REMEDIES THEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

ANTARES CAPITAL LP, as the Agent

By: MMehta
Name: Meenal Mehta
Title: Duly Authorized Signatory

Trademark Release

TRADEMARK
REEL: 007357 FRAME: 0206

**SCHEDULE I
TO
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date	U.S Serial Number	Issue Date
Insurgent Consulting, LLC	Insurgent Consulting	5738087	4/30/19	87957071	6/11/18