

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM660605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP		07/01/2021	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Norman - Spencer Agency, LLC		
<b>Street Address:</b>	c/o Constellation Affiliated Partners LLC 156 W 56th Street		
<b>Internal Address:</b>	Suite 1201		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>Name:</b>	Insurgent Consulting, LLC		
<b>Street Address:</b>	c/o Constellation Affiliated Partners LLC 156 W 56th Street		
<b>Internal Address:</b>	Suite 1201		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4417336	NORMAN-SPENCER AGENCY	
<b>Registration Number:</b>	5747230	EASY E&O	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kelsie Kelly		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		

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<b>ATTORNEY DOCKET NUMBER:</b>	127730.00002
<b>NAME OF SUBMITTER:</b>	Kelsie Kelly
<b>SIGNATURE:</b>	/Kelsie Kelly/
<b>DATE SIGNED:</b>	07/16/2021

**Total Attachments: 4**

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## 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]*



**SCHEDULE I  
TO  
TRADEMARK RELEASE**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>U.S Serial Number</b>	<b>Application Date</b>
Norman-Spencer Agency, LLC	Norman-Spencer Agency	4417336	10/15/13	85793023	12/3/2012
Norman-Spencer Agency, LLC	Easy E&O	5747230	5/7/19	87907720	5/4/2018