

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		09/28/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	CLEARWATER ANALYTICS, LLC		
Street Address:	777 W. MAIN STREET		
Internal Address:	SUITE 900		
City:	BOISE		
State/Country:	IDAHO		
Postal Code:	83702		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4160477	CLEARWATER	
Registration Number:	3448426	CLEARWATER	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.458		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	09/29/2021		
Total Attachments: 3			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of September 28, 2021 (this "Release"), is made by ARES CAPITAL CORPORATION, a Maryland corporation, acting in its capacity as administrative agent (in such capacity, the "Administrative Agent") under that certain Trademark Security Agreement, entered into as of September 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by and between Clearwater Analytics, LLC, a Delaware limited liability company (the "Grantor") and the Administrative Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on September 1, 2016 at reel 5868, frame 0448, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in and to the U.S. federal trademark registrations and applications set forth on Schedule I hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Payoff Letter, dated as of the date hereof, by and among the Grantor, the other signatories party thereto and the Administrative Agent, the Grantor has requested that the Administrative Agent, and the Administrative Agent has agreed to, (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) fully and unconditionally release and relinquish its security interest in the Trademark Collateral, and (c) discharge and cancel any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Trademark Collateral. The Administrative Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Administrative Agent's security interests in the Trademark Collateral.

This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

ADMINISTRATIVE AGENT:

ARES CAPITAL CORPORATION,

By: 
Name: Scott Tem
Title: Authorized signatory

SCHEDULE I

U.S. Trademark Registrations

Trademark	Status	Serial Number #	Registration #	Owner	Filing Date
<u>clearwater</u>	Registered	85432255	4,160,477	Clearwater Analytics, LLC	9/26/2011
CLEARWATER	Registered	77283519	3,448,426	Clearwater Analytics, LLC	9/19/2007