

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as Agent		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Propel Insurance Agency, LLC		
Street Address:	1201 Pacific Avenue, Suite 1000		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98402		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88859622	PROPEL SENIOR LIVING 360	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	09/30/2021		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of September 30, 2021, by MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (“Agent”) in favor of Propel Insurance Agency, LLC, a Washington limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below) , whether directly therein or by reference to another agreement.

WITNESSETH:

WHEREAS, Grantor, Agent and certain other Loan Parties are parties to that certain Guarantee and Collateral Agreement, dated as of June 1, 2018 (as may have been amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), pursuant to which the Grantor executed and delivered to the Agent a Trademark Security Agreement, dated as of December 9, 2020 (the “Trademark Security Agreement”), which was recorded by the Trademark Division of the United States Patent and Trademark Office on December 9, 2020, at Reel 7127, Frame 0699;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Grantor granted a continuing security interest to the Agent, for the benefit of the Agent and the Lenders (the “Security Interest”), in the Grantor’s entire right, title and interest in and to (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark (collectively, the “Trademark Collateral”);

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Lenders, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges the Security Interest in the Trademark Collateral.
2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any right, title or interest that Agent may have in the Trademark Collateral.
3. Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release in the United States Patent and Trademark Office.

[Signature Page Follows]

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

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Tyler Mercer
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>App. # / Reg. #</u>	<u>File Date / Reg. Date</u>	<u>Status</u>
U.S.	PROPEL SENIOR LIVING 360	Propel Insurance Agency, LLC	88859622	04/03/2020	Pending