

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of 2nd Lien Security Interest at Reel/Frame No. 6203/0206		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		10/29/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Corporate Synergies Group, LLC		
Street Address:	2 Aquarium Drive, Suite 200		
City:	Camden		
State/Country:	NEW JERSEY		
Postal Code:	08103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3248810	BENEFITSVIP	
Registration Number:	3170420	CORPORATE SYNERGIES	
Registration Number:	4902186	INDUSTRY EMPLOYER PARTICIPANTS MARKET IN	
Registration Number:	3097226	ONLINESYNERGIES	
Registration Number:	3089274	ONLINESYNERGIES	
Registration Number:	4860045	SYNERGIES360	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9839		
Email:	ypan@proskauer.com		
Correspondent Name:	Rachael Walker		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11668-542		
NAME OF SUBMITTER:	Rachael Walker		
SIGNATURE:	/Rachael Walker/		

CH \$165.00 3248810

DATE SIGNED:	10/29/2021
---------------------	------------

Total Attachments: 4
source=2nd Lien Trademark Release#page1.tif
source=2nd Lien Trademark Release#page2.tif
source=2nd Lien Trademark Release#page3.tif
source=2nd Lien Trademark Release#page4.tif

**SECOND LIEN TERMINATION AND RELEASE OF A
SECURITY INTEREST IN TRADEMARKS**

October 29, 2021

THIS SECOND LIEN TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of October 29, 2021, by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of Corporate Synergies Group, LLC (the “Pledgor”).

WHEREAS, FRP Parent, Corp, as Holdings, Foundation Risk Partners, Corp., as the Borrower and the Administrative Agent entered into that certain Second Lien Credit Agreement dated as of November 10, 2017 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Second Lien Collateral Agreement dated as of November 10, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Pledgor executed and delivered that certain Second Lien Trademark Security Agreement dated as of November 10, 2017, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 6203, Frame 0206, on November 13, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Pledgor (“Releasee”), granted to ARES CAPITAL CORPORATION, as the Administrative Agent for the benefit of the Secured Parties (“Releasor”), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Second Lien Payoff Letter dated as of October 29, 2021, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Pledgor, and accordingly the Pledgor has requested, and the Administrative Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, unconditionally and irrevocably hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral listed on Schedule A hereto, (ii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral listed on Schedule A hereto and effect the release of such rights to Pledgor and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral listed on schedule A.

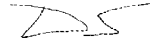
3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

ARES CAPITAL CORPORATION, as Collateral
Agent

By:

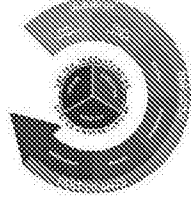


Name: David Schwartz

Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications:

Trademark & Design	Registration No.	Registration Date	Registered Owner
BENEFITSVIP	3,248,810	June 5, 2007	Corporate Synergies Group, LLC
CORPORATE SYNERGIES	3,170,420	November 14, 2006	Corporate Synergies Group, LLC
	4,902,186	February 16, 2016	Corporate Synergies Group, LLC
ONLINESYNERGIES	3,097,226	May 30, 2006	Corporate Synergies Group, LLC
<i>OnlineSynergies</i>	3,089,274	May 9, 2006	Corporate Synergies Group, LLC
SYNERGIES 360	4,860,045	November 24, 2015	Corporate Synergies Group, LLC

87166955_2