

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700557

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at R/F 6708/0578
RESUBMIT DOCUMENT ID:	900662608

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		11/03/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Insurity LLC
Street Address:	170 Huyshope Avenue
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06106
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2569426	AQS
Registration Number:	3788540	SIMS CLAIMS
Registration Number:	4296336	INSURITY
Registration Number:	3045064	TROPICS
Registration Number:	3618705	AUDITRIGHT
Registration Number:	3618706	UNDERRIGHT
Registration Number:	3852900	INSURERIGHT
Registration Number:	4032410	CLAIMSRIGHT
Registration Number:	4157177	VALEN
Registration Number:	4458147	VALEN ANALYTICS

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 312.862.3135

Email: barbara.siepka@kirkland.com

Correspondent Name: Barbara Siepka

Address Line 1: 300 North LaSalle

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 23190-133

NAME OF SUBMITTER: Barbara M. Siepka

SIGNATURE: /Barbara M. Siepka/

DATE SIGNED: 01/08/2022

Total Attachments: 4

source=HS Resubmit#page1.tif

source=HS Resubmit#page2.tif

source=HS Resubmit#page3.tif

source=HS Resubmit#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 3, 2021 (the “Effective Date”), is made by Jefferies Finance LLC, in its capacity as Collateral Agent (the “Agent”), in favor of Insurity LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of July 31, 2019, by and among the Agent and the Grantor (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor pledged and granted to the Agent for itself and the ratable benefit of the Secured Parties, a continuing lien on and security interest in and to certain intellectual property rights owned by the Grantor;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of July 31, 2019, as supplemented by that certain First Lien Trademark Security Agreement, dated as of February 28, 2020, by and between the Agent and SpatialKey, Inc. (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 31, 2019 at Reel/Frame 6708/0578 and the Trademark Security Agreement recorded with the United States Patent and Trademark Office on February 28, 2020 at Reel/Frame 6878/0095;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to, and grants and conveys to Grantor any and all of Agent’s right, title and interest in and to, the Trademark Collateral, including, among other things, the goodwill of the business symbolized by the trademarks owned by the Grantor and the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Security Agreement and the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JEFFERIES FINANCE LLC
as Agent


By: Paul Chisholm

Name: Paul Chisholm

Title: Managing Director

SCHEDULE I

Reel/Frame 6708/0578

Trademark	Application No.	Registration No.	Owner¹
AQS	76/103005	2569426	AQS, Inc.
SIMS CLAIMS	77/725999	3788540	Insurity Claims Software LLC
INSURITY	85/468801	4296336	Insurity, Inc.
TROPICS and Design 	78/440821	3045064	Tropics Software Technologies, Inc.
AUDITRIGHT	77/543742	3618705	Valen Technologies, Inc.
UNDERRIGHT	77/543797	3618706	Valen Technologies, Inc.
INSURERIGHT	77/927809	3852900	Valen Technologies, Inc.
CLAIMSRIGHT	85/028663	4032410	Valen Technologies, Inc.
VALEN	85/434097	4157177	Valen Technologies, Inc.
VALEN ANALYTICS	85/901342	4458147	Valen Technologies, Inc.

Reel/Frame 6878/0095

Trademark	Application No.	Registration No.	Owner²
SPATIALKEY	77/835108	3784606	SpatialKey, Inc.
SPATIALKEY (design plus words)	87/194089	5338176	SpatialKey, Inc.

¹ Insurity LLC is successor in interest to each of AQS, Inc., Insurity Claims Software LLC, Insurity, Inc., Tropics Software Technologies, Inc. and Valen Technologies, Inc.

² Insurity LLC is successor in interest to SpatialKey, Inc.