

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		09/06/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Relation Insurance Services - Education, Inc.		
Street Address:	12121 Wilshire Boulevard		
Internal Address:	Suite 1001		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3673062	RENAISSANCE AGENCIES, INC.	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0377		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	09/09/2022		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made this 6th day of September, 2022 (the “Release Date”) granted by ANTARES CAPITAL LP, as administrative agent and collateral agent (in such capacities, the “Agent”) for the Secured Parties (as defined in the Security Agreement referenced below) in favor of RELATION INSURANCE SERVICES - EDUCATION, INC. (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement or, if not defined therein, in the Security Agreement.

WHEREAS, the Grantor granted to the Agent, on behalf of the Secured Parties, a security interest in all of its rights, title and interest in and to the IP Collateral, including the registered trademark identified in Schedule A (hereinafter referred to as the “Trademark Collateral”) (the “Security Interest”) under that certain Pledge and Security Agreement, dated April 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among AQ Sunshine Intermediate Holdco, Inc., a Delaware corporation (“Holdings”), AQ Sunshine, Inc., a Delaware corporation (the “Borrower”), certain subsidiaries of Holdings (including the Grantor) from time to time party thereto and Agent, in its capacity as administrative agent and as collateral agent for the Secured Parties;

WHEREAS, in furtherance of the Security Agreement, the Grantor executed that certain Intellectual Property Security Agreement, dated as of April 15, 2019 (the “Intellectual Property Security Agreement”), and the security interest was recorded with the U.S. Patent and Trademark Office (the “USPTO”) on April 15, 2019 at Reel/Frame No. 6617/0914; and

WHEREAS, as of the Release Date, the Trademark Collateral was sold by the Grantor free and clear of all liens in accordance with the Security Agreement and the Credit Agreement (as defined in the Security Agreement), and in connection therewith the Grantor has requested that Agent release, and Agent has consented to release its Security Interest in the Trademark Collateral in accordance with the terms of the Security Agreement and Credit Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the Agent agrees, without representation, warranty, recourse or liability, as follows:

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby irrevocably and forever releases, terminates, quitclaims, relinquishes and discharges its Security Interest in the Trademark Collateral, and any and all of its security interest in, and all of its rights, title and interest in, to and under, the Trademark Collateral granted by the Grantor under the Security Agreement and under the Intellectual Property Security Agreement.
2. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for the Grantor with the USPTO at the sole cost and expense of the Grantor.
3. Further Actions. The Agent further agrees to execute, acknowledge and deliver any other documents and take any further action that the Grantor may reasonably request to effect the intent and purpose of this Release, in each case, at the sole cost and expense of the Grantor.
4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to any principles of conflicts of law.

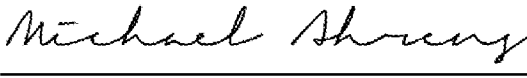
5. Delivery of an executed signature page of this Release by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include electronic signatures and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

For the avoidance of doubt, Agent expressly reserve and retain all of its right, title, interest and liens under the Security Agreement in all Collateral (as defined in the Security Agreement) not constituting Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of this 31st day of August, 2022.

ANTARES CAPITAL LP, as Agent for the Secured
Parties

By: 

Name: Michael Ahrens

Title: Duly Authorized Signatory

SCHEDULE A

Trademark Collateral

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	Renaissance Agencies, Inc.	78/893,515	05/25/2006	3,673,062	08/25/2009	Relation Insurance Services – Education, Inc.