

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks Recorded at R/F 7715/0428		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		08/31/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	SAYBRUS PARTNERS, LLC		
Street Address:	One American Row		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5344885		
Registration Number:	5344886	SAYBRUS PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Barbara M. Siepka		
SIGNATURE:	/Barbara M. Siepka/		
DATE SIGNED:	09/15/2022		
Total Attachments: 3			
source=2L Trademark Release - AmeriLife (TSA May-04-2022) (Executed August 31 2022)_ (89811286_1)#page1.tif			
source=2L Trademark Release - AmeriLife (TSA May-04-2022) (Executed August 31 2022)_ (89811286_1)#page2.tif			

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 31, 2022 (the “Effective Date”), is made by, GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the “Agent”), in favor of SAYBRUS PARTNERS, LLC, a Delaware limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement by and among the Grantor, the Agent, and certain other parties, dated as of March 18, 2020 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of May 4, 2022 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on May 9, 2022 at Reel/Frame 7715/0428;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged, mortgaged, hypothecated and granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under: (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing ((i)-(v) collectively, the “Trademark Collateral”); and

WHEREAS, the Grantor has requested the Agent to release the Security Interest in the Trademark Collateral.

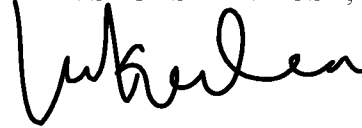
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby. The Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.

GOLDMAN SACHS BANK USA, as Collateral Agent



By: _____

Name: Luke Qiu

Title: Authorized Signatory

SCHEDULE I

United States Trademarks and Trademark Applications

I. Trademarks owned by Saybrus Partners, LLC:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
	87/333619 / 5344885	February 13, 2017 / November 28, 2017	Saybrus Partners, LLC
SAYBRUS PARTNERS	87/333631 / 5344886	February 13, 2017 / November 28, 2017	Saybrus Partners, LLC