

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		09/30/2022	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	INTEGRO PARENT INC.		
Street Address:	590 MADISON AVENUE		
Internal Address:	39th FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5749684	INTEGRO SHIELD	
Registration Number:	5760830	INTEGRO INSURANCE BROKERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125490288		
Email:	shorne@reedsmith.com		
Correspondent Name:	CONSTANTIN SOURIS		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	CONSTANTIN SOURIS		
SIGNATURE:	/CONSTANTIN SOURIS/		
DATE SIGNED:	09/30/2022		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 30, 2022 (the “Effective Date”), is made by Goldman Sachs Bank USA, as Collateral Agent (in such capacity, the “Collateral Agent”) in favor of Integro Parent Inc, a Delaware corporation (the “Grantor”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the First Lien Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated First Lien Pledge and Security Agreement between, among others, the Grantor and the Collateral Agent, dated as of December 12, 2019, (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), the Grantor executed and delivered that certain First Lien Trademark Security Agreement, dated as of December 12, 2019 (the “First Lien Trademark Security Agreement”) in favor of the Collateral Agent, which was recorded with the United States Patent and Trademark Office (“USPTO”) on December 16, 2019 at Reel/Frame 6816/0819;

WHEREAS, pursuant to the First Lien Security Agreement, and the First Lien Trademark Security Agreement, the Grantor granted to the Collateral Agent and its successors a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule I hereto, together with (a) all extensions and renewals thereof, (b) all Proceeds, income, fees, royalties, claims, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith; (collectively, the “Trademark Collateral”); and

WHEREAS, the Collateral Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the specific Trademark Collateral listed on Schedule I hereto have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby (a) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, including the Trademark Collateral listed on Schedule I hereto, and (b) re-assigns to the Grantor any right, title or interest it may have in in the Trademark Collateral, including the Trademark Collateral listed on Schedule I hereto, in each case without representation or warranty of any kind.

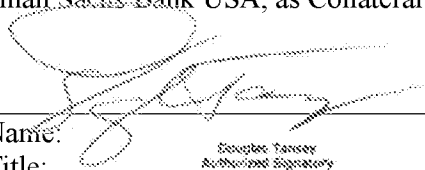
The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), Global Loan Agency Services Australia Nominees Pty Limited, ACN 608 945 008, as trustee of the AUB/Tysers Security Trust, and each of their respective counsel is hereby authorized to record this Release in the USPTO.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page follows.]

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

Goldman Sachs Bank USA, as Collateral Agent

By: 
Name: _____
Title: _____

Escrowee Name
Authorized Signatory

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

Registrant	Trademark	Registration Number	Registration Date	Jurisdiction
Integro Parent Inc.	INTEGRO SHIELD	5749684	May 14, 2019	US
Integro Parent Inc.	INTEGRO INSURANCE BROKERS	5760830	May 28, 2019	US