

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		10/31/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	NSM INSURANCE GROUP, LLC
Street Address:	555 E North Lane, #6060
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	Limited Liability Company: DELAWARE
Name:	JC Taylor Insurance, LLC
Street Address:	555 E North Lane, #6060
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	Limited Liability Company: DELAWARE
Name:	CLEVERLAND HOLDINGS LLC
Street Address:	4530 RICHMOND ROAD
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44128
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2063475	AMBUPRO
Registration Number:	6650059	A AMERICAN COLLECTORS INSURANCE
Registration Number:	6650058	A AMERICAN COLLECTORS INSURANCE
Registration Number:	1768863	AMERICAN COLLECTORS INSURANCE, INC.
Registration Number:	6521925	BUILD SUCCESS.
Registration Number:	6063084	C CARE PROVIDERS INSURANCE SERVICES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6501194	DRIVEN TO PERFORM
Registration Number:	3355409	HEACOCK CLASSIC
Registration Number:	6283025	NSM INSURANCE GROUP
Registration Number:	6403099	NSM INSURANCE GROUP
Registration Number:	6600844	PROTECT YOUR PASSION
Registration Number:	4124347	CONDON SKELLY WE INSURE YOUR FUN
Registration Number:	4224967	EMBRACE
Registration Number:	4344467	WELLNESS REWARDS
Registration Number:	5702938	WELLNESS REWARDS
Registration Number:	5703348	THE WATER BOWL
Registration Number:	5743932	MYEMBRACE
Registration Number:	4344468	HEALTHY PET DEDUCTIBLE
Registration Number:	5702944	HEALTHY PET DEDUCTIBLE
Registration Number:	5703430	EMBRACE360
Registration Number:	6217681	PAWSUPPORT
Registration Number:	2571139	J.C. TAYLOR
Registration Number:	4213267	J.C. TAYLOR INSURANCE
Serial Number:	97226771	PROTECTING HISTORY

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	44378.00029
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/02/2023

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Termination and Release”), dated as of October 31, 2023, is made by JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”) in favor of NSM INSURANCE GROUP, LLC, a Delaware limited liability company, JC TAYLOR INSURANCE, LLC, a Delaware limited liability company, and CLEVERLAND HOLDINGS LLC, an Ohio limited liability company (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms not defined herein shall have the meaning set forth in the IP Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of August 1, 2022 (the “IP Security Agreement”), by the Grantors in favor of the Collateral Agent, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of the Grantors’ right, title and interest in, to and under the Collateral (the “Security Interest”), including without limitation, the Trademark Collateral (excluding any Excluded Assets) identified on Schedule I attached hereto, as collateral security for the prompt and complete payment and performance when due of certain secured obligations;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 1, 2022 at Reel/Frame 7808/0229; and

WHEREAS, the Collateral Agent now desires to terminate the IP Security Agreement and release the entirety of its Security Interest in the Trademark Collateral and related Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby, without representation, warranty or recourse of any kind, terminates and cancels the IP Security Agreement and terminates, cancels, releases, and discharges its Security Interest in the Grantors’ right, title, and interest in, to and under the Trademark Collateral and related Collateral (including any proceeds and products of such Trademark Collateral), and the Collateral Agent hereby re-assigns to Grantors any right, title or interest of the Collateral Agent in such Trademark Collateral and related Collateral.

2. The Collateral Agent hereby (a) authorizes the Grantors and its successors, assigns, designees or other legal representatives, including, without limitation, Milbank LLP or Latham & Watkins LLP, to file this Termination and Release with the U.S. Patent and Trademark Office for recordation to evidence the release and termination of the Collateral Agent’s Security Interest in the Trademark Collateral and related Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Termination and Release.

3. Further Assurances. At the Grantors’ sole cost and expense, the Collateral Agent agrees to execute and deliver all further releases and other documents, and to take all other actions as the Grantors may reasonably request in writing, for the purpose of obtaining the release of the Security Interest.

4. Counterparts; Facsimile or Electronic Delivery. This Termination and Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Release by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Termination and Release. The words “execution,” “signed,” “signature,” and words of like import in this Termination and Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures 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.

5. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 

Name: Matthew Landry
Title: Authorized Officer

SCHEDULE I

Trademarks and Trademark Applications

Trademark	Reg. Number	Reg. Date	App. No	App. Date	Owner
AMBUPRO	2063475	5/20/1997	75139944	7/25/1996	NSM Insurance Group, LLC
AMERICAN COLLECTORS INSURANCE & Design	6650059	2/22/2022	90386917	12/16/2020	NSM Insurance Group, LLC
AMERICAN COLLECTORS INSURANCE & Design	6650058	2/22/2022	90386916	12/16/2020	NSM Insurance Group, LLC
AMERICAN COLLECTORS INSURANCE, INC. & Flying Eagle Design	1768863	5/4/1993	74245124	2/10/1992	NSM Insurance Group, LLC
BUILD SUCCESS.	6521925	10/12/2021	90067368	7/22/2020	NSM Insurance Group, LLC
C CARE PROVIDERS INSURANCE SERVICES (stylized)	6063084	5/26/2020	88634307	9/27/2019	NSM Insurance Group, LLC
DRIVEN TO PERFORM	6501194	9/28/2021	90386921	12/16/2020	NSM Insurance Group, LLC
HEACOCK CLASSIC & Design	3355409	12/18/2007	77139924	3/26/2007	NSM Insurance Group, LLC
NSM INSURANCE GROUP	6283025	3/2/2021	90126775	8/20/2020	NSM Insurance Group, LLC
NSM INSURANCE GROUP Logo	6403099	6/29/2021	90248536	10/12/2021	NSM Insurance Group, LLC
PROTECT YOUR PASSION	6600844	12/28/2021	90386919	12/16/2020	NSM Insurance Group, LLC
CONDON SKELLY WE INSURE YOUR FUN & Design	4124347	4/10/2012	85273266	3/22/2011	Norman Spencer McKernan, Inc. DBA NSM Insurance Group, LLC
Protecting History	--	--	97226771	1/19/2022	JC Taylor Insurance, LLC
Embrace	4224967	10/16/2012	85545984	2/17/2012	Cleveland Holdings LLC
Wellness rewards	4344467	5/28/2013	85719995	9/4/2012	Cleveland Holdings LLC
Wellness rewards	5702938	3/19/2019	88070097	8/8/2018	Cleveland Holdings LLC
The Water Bowl	5703348	3/19/2019	88105702	9/5/2018	Cleveland Holdings LLC

MyEmbrace	5743932	5/7/2019	88070152	8/8/2018	Cleveland Holdings LLC
Healthy Pet Deductible	4344468	5/28/2013	85720003	9/4/2012	Cleveland Holdings LLC
Healthy Pet Deductible	5702944	3/19/2019	88070176	8/8/2018	Cleveland Holdings LLC
Embrace360	5703430	3/19/2019	88169841	10/25/2018	Cleveland Holdings LLC
PAWSUPPORT	6217681	12/8/2020	88509165	7/11/2019	Cleveland Holdings LLC
J.C. TAYLOR	2571139	5/21/2002	76173801	12/1/2000	JC Taylor Insurance, LLC
J.C. TAYLOR INSURANCE	4213267	9/25/2012	85525079	1/25/2012	JC Taylor Insurance, LLC