

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI192518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/25/2024	National Banking Association: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Company Name:	NFP Corp.
Street Address:	200 Park Avenue, Suite 3202
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	86779246	BENEFITS-AT-A-GLANCE
Serial Number:	76706001	NFP
Serial Number:	76706000	
Serial Number:	76705999	
Serial Number:	76705998	NFP
Serial Number:	76705997	NFP
Serial Number:	76705996	NFP
Serial Number:	76705988	PARTNERSFINANCIAL
Serial Number:	76712197	BENEFITS PARTNERS
Serial Number:	75752896	NFP NATIONAL FINANCIAL PARTNERS
Serial Number:	75752897	NFP
Serial Number:	76705990	NATIONAL FINANCIAL PARTNERS
Serial Number:	76705995	PARTNER. PRESERVE. PROSPER.
Serial Number:	86745875	THE HARTFIELD COMPANY
Serial Number:	87289429	
Serial Number:	87289436	NFP
Serial Number:	87289453	NFP
Serial Number:	87289461	NFP
Serial Number:	87289476	NFP

OP \$515.00.00 86779246

Property Type	Number	Word Mark
Serial Number:	87289482	

CORRESPONDENCE DATA

Fax Number:

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: 8007130755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	04/25/2024

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other National Banking Association chartered federally by Comptroller of the Currency in Washington, D.C.
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 25, 2024

- Assignment
- Security Agreement
- Other Release of Trademark Security Interests
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NFP Corp.

Street Address: 200 Park Avenue, Suite 3202

City: New York

State: NY

Country: USA Zip: 10166

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware, USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: NFP (08061.2562)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____
Doris Ka
Signature

_____ April 25, 2024
Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 25, 2024 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as the administrative agent for the secured parties (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of February 13, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 6, 2017 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 9, 2017 at Reel/Frame 5961/0786;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 13, 2020 (the “Supplemental Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 13, 2020 at Reel/Frame 6863/0752;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 24, 2023 (the “Second Supplemental Trademark Security Agreement” and together with the Trademark Security Agreement and Supplemental Trademark Security Agreement, the “Trademark Security Agreements”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Second Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 25, 2023 at Reel/Frame 8238/0538;

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 Agreements, 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 (a) all Trademarks owned by or exclusively licensed to Grantor, including but not limited to the Trademarks set forth on Schedule I attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”) arising under the Security

Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademarks or Trademark Collateral under the Security Agreement or any 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 Trademark Security Agreements.

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 New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow.]

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

Bank of America, N.A., as Agent



By: _____

Name: Gerund Diamond

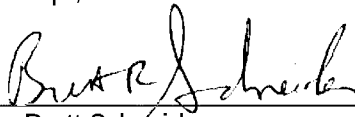
Title: Vice President

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

Bank of America, N.A., as Agent

By: _____
Name:
Title:

NFP Corp., as Grantor


By:  _____
Name: Brett Schneider
Title: Executive Vice President
and Chief Financial Officer

SCHEDULE I






UNITED STATES TRADEMARK REGISTRATION AND APPLICATIONS



Reel 5961 / Frame 0786 (Recorded 01/09/2017):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	NFP Corp.	BENEFITS-AT-A- GLANCE	86779246	10/06/2015	5121881	01/17/2017
2.	NFP Corp.	NFP & Design 	76706001	01/14/2011	4097433	02/14/2012
3.	NFP Corp.	Design 	76706000	01/14/2011	4094887	02/07/2012
4.	NFP Corp.	Design 	76705999	01/14/2011	4094886	02/07/2012
5.	NFP Corp.	NFP & Design 	76705998	01/14/2011	4094885	02/07/2012
6.	NFP Corp.	NFP	76705997	01/14/2011	4097432	02/14/2012
7.	NFP Corp.	NFP	76705996	01/14/2011	4094884	02/07/2012
8.	NFP Corp.	PartnersFinancial & Design 	76705988	01/11/2011	4094882	02/07/2012
9.	NFP Corp.	BenefitsPartners & Design 	76712197	08/13/2012	4420178	10/22/2013
10.	NFP Corp.	NFP NATIONAL FINANCIAL PARTNERS & Design 	75752896	07/16/1999	2742420	07/29/2003
11.	NFP Corp.	NFP	75752897	07/16/1999	2422912	01/23/2001

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
12.	NFP Corp.	NATIONAL FINANCIAL PARTNERS	76705990	01/11/2011	4100472	02/21/2012
13.	NFP Corp.	PARTNER. PRESERVE. PROSPER.	76705995	01/11/2011	4094883	02/07/2012
14.	NFP Corp.	NFP & Design 	76705998	01/14/2011	4094885	02/07/2012
15.	NFP Corp.	THE HARTFIELD COMPANY	86745875	09/02/2015	4940986	04/19/2016

Reel 6863 / Frame 0752 (Recorded 02/13/2020):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	NFP Corp.	BENEFITS-AT-A- GLANCE	86779246	10/06/2015	5121881	01/17/2017
2.	NFP Corp.	NFP & Design 	76706001	01/14/2011	4097433	02/14/2012
3.	NFP Corp.	Design 	76706000	01/14/2011	4094887	02/07/2012
4.	NFP Corp.	Design 	76705999	01/14/2011	4094886	02/07/2012
5.	NFP Corp.	NFP & Design 	76705998	01/14/2011	4094885	02/07/2012
6.	NFP Corp.	NFP	76705997	01/14/2011	4097432	02/14/2012
7.	NFP Corp.	NFP	76705996	01/14/2011	4094884	02/07/2012
8.	NFP Corp.	PartnersFinancial & Design 	76705988	01/11/2011	4094882	02/07/2012

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
9.	NFP Corp.	BenefitsPartners & Design 	76712197	08/13/2012	4420178	10/22/2013
10.	NFP Corp.	NFP NATIONAL FINANCIAL PARTNERS & Design 	75752896	07/16/1999	2742420	07/29/2003
11.	NFP Corp.	NFP	75752897	07/16/1999	2422912	01/23/2001
12.	NFP Corp.	THE HARTFIELD COMPANY	86745875	09/02/2015	4940986	04/19/2016

Reel 8238 / Frame 0538 (Recorded 10/25/2023):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	NFP Corp.	Design 	87289429	01/04/2017	5362954	12/26/2017
2.	NFP Corp.	NFP Design NFP	87289436	01/04/2017	5362955	12/26/2017
3.	NFP Corp.	NFP	87289453	01/04/2017	5362956	12/26/2017
4.	NFP Corp.	NFP & Design 	87289461	01/04/2017	5362957	12/26/2017
5.	NFP Corp.	NFP & Design 	87289476	01/04/2017	5362958	12/26/2017
6.	NFP Corp.	Design 	87289482	01/04/2017	5362960	12/26/2017