

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST PREVIOUSLY RECORDED AT REEL/FRAE (5135/0823)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.P. Morgan Europe Limited, as Collateral Agent		04/29/2015	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Howden Broking Group Limited		
Street Address:	16 Eastcheap		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC3M 1BD		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4103964	HOWDEN	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5094		
Email:	jmull@stblaw.com		
Correspondent Name:	Linda Nyberg		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	065660/0608		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	04/29/2015		
Total Attachments: 5			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of as of April 29, 2015 (this “**Release**”), is made by J.P. Morgan Europe Limited (“**JPMEL**”), as collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Howden Broking Group Limited, located at 16 Eastcheap, London EC3M 1BD (Howden Broking Group Limited and the other Grantors (as defined in the Collateral Agreement) collectively, “**Released Parties**”).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, the Collateral Agreement, or the Trademark Security Agreement (each as defined below).

WITNESSETH

WHEREAS, Agent and Released Parties are parties to that certain Credit Agreement, dated as of October 17, 2013 (as amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), U.S. Collateral Agreement, dated as of October 17, 2013 (as amended, restated, supplemented or otherwise modified, the “**Collateral Agreement**”) and Trademark Security Agreement, dated as of October 17, 2013 (as amended, restated, supplemented or otherwise modified, the “**Trademark Security Agreement**”).

WHEREAS, pursuant to the Trademark Security Agreement, Howden Broking Group Limited granted Agent a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) in conjunction with the security interest granted pursuant to the Credit Agreement and the Collateral Agreement.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 22, 2013 at Reel/Frame No. 5135/0823.

WHEREAS, Agent and Released Parties desire that Agent terminate and release its security interest in all right, title and interest of Released Parties in, to and under any and all intellectual property and proprietary rights throughout the world (whether registered or unregistered) and corresponding goodwill and other rights of Released Parties, including all General Intangibles (as defined in the Collateral Agreement), Intellectual Property (as defined in the Collateral Agreement), and Trademark Collateral (including the registered trademarks and applications for the registration of trademarks set forth on Schedule A hereto) (collectively, the “**Intellectual Property Collateral**”).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all right, title and interest of Released Parties in, to and under all of the Intellectual Property Collateral, and reassigns and transfers any right, title and interest that Agent may have in, to and under all of the foregoing to Released Parties.

Agent hereby authorizes Released Parties, or Released Parties' authorized representative to record this Release with the United States Patent and Trademark Office or other applicable Governmental Authority (as defined in the Credit Agreement).

Agent agrees to execute all documents and take all actions reasonably requested by Released Parties (at the sole cost and expense of Released Parties) to (a) terminate, release and discharge fully, without representation, warranty or recourse, its security interest in all right, title and interest of Released Parties in, to and under all of the Intellectual Property Collateral and (b) reassign and transfer any right, title and interest that Agent may have in the Intellectual Property Collateral to Released Parties.

This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY
THE LAWS OF THE STATE OF NEW YORK.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST as of the date written below.

Made this 29 day of April 2015.

J.P. MORGAN EUROPE LIMITED

By: Belinda Lucas
Name: Belinda Lucas
Title: Associate

[Signature Page to Release of Intellectual Property Security Interest]

HOWDEN BROKING GROUP LIMITED

By: _____

Name: ERIC FAOY

Title: DIRECTOR

[Signature Page to Release of Intellectual Property Security Interest]

**SCHEDULE A
TO
RELEASE OF INTELLECTUAL PROPERTY
SECURITY INTEREST**

Registered Trademarks and Applications for the Registration of Trademarks

	Record Owner	Title	Jurisdiction	Application Number	Registration Number
1.	Howden Broking Group Limited	HOWDEN	United States	85052509	4103964