

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM379280

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest Release 5009/0135		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morgan Stanley Senior Funding, Inc.		04/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cooper Gay Swett & Crawford Limited		
<b>Street Address:</b>	52 Leadenhall Street		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	EC3A 2EB		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85139914		
<b>Serial Number:</b>	85139903	CGSC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F162275		
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell		
<b>SIGNATURE:</b>	/Karen S. Cottrell/		
<b>DATE SIGNED:</b>	04/04/2016		
<b>Total Attachments: 3</b>			
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this “Release”), dated as of April 1, 2016 (the “Effective Date”), is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (the “Agent”), in favor of COOPER GAY SWETT & CRAWFORD LIMITED, a company organized under the laws of England and Wales, located at 52 Leadenhall Street, London, EC3A 2EB, United Kingdom (the “Grantor”).

WHEREAS, pursuant to that certain U.S. Collateral Agreement (Second Lien), dated as of April 16, 2013, (as amended, supplemented or otherwise modified from time to time, the “Second Lien U.S. Collateral Agreement”), among the grantor parties thereto, including certain Affiliates of the Grantor, and the Agent, the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Second Lien U.S. Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement (Second Lien), dated as of April 16, 2013 (the “Second Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 18, 2013 at Reel/Frame 5009/0135;

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 Second Lien U.S. Collateral Agreement or the Second Lien Trademark Security Agreement, 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 the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Second Lien U.S. Collateral Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Second Lien 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. The Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.

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.

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

**Acknowledged and Agreed by:**

**MORGAN STANLEY SENIOR FUNDING,  
INC., acting in its capacity as collateral agent  
for the Lenders**

By: 

Name: Stephen B. King

Title: Vice President

**GRANTORS:**

Cooper Gay Swett & Crawford Limited

[Signature Page to Trademark Release – Second Lien]

**TRADEMARK  
REEL: 005764 FRAME: 0841**

**SCHEDULE A**

United States Trademark Registrations and Applications:

<u>OWNER</u>	<u>JURISDICTION</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Cooper Gay Swett & Crawford Limited	England & Wales	DESIGN ONLY	85139914	09/28/2010	4062263	11/29/2011
Cooper Gay Swett & Crawford Limited	England & Wales	CGSC	85139903	09/28/2010	4062262	11/29/2011