

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM380609

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Interest Release 5011/0173		
RESUBMIT DOCUMENT ID:	900359649		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cooper Gay Swett & Crawford Limited		
Street Address:	52 Leadenhall Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC3A 2EB		
Entity Type:	England and Wales Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85139914		
Serial Number:	85139903	CGSC	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2023704790		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F162275		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	04/14/2016		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST 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 (First Lien), dated as of April 16, 2013, (as amended, supplemented or otherwise modified from time to time, the “First 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 First Lien U.S. Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement (First Lien), dated as of April 16, 2013 (the “First Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 17, 2013 at Reel/Frame 5011/0173;

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 First Lien U.S. Collateral Agreement or the First 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 First Lien U.S. Collateral Agreement and the First 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 First 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 First 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 -- First Lien]

**TRADEMARK
REEL: 005765 FRAME: 0996**

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