

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquiline Financial Services Fund III L.P.		03/12/2018	Exempted Limited Partnership (Elp): CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Omega Financial, LLC		
Street Address:	1242 Sixth Avenue		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31901		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CircuiTree, LLC		
Street Address:	1353 Lake Shore Drive		
City:	Branson		
State/Country:	MISSOURI		
Postal Code:	65616		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Cybergolf, LLC		
Street Address:	13024 Beverly Park Rd.		
City:	Mukilteo		
State/Country:	WASHINGTON		
Postal Code:	98275		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Pennington & Company Fundraising, LLC		
Street Address:	501 Gateway Dr., Suite A		
City:	Lawrence		
State/Country:	KANSAS		
Postal Code:	66049		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Congregation Connect, LLC		
Street Address:	59 Second Street		
City:	East Rockaway		

CH \$440.00 5371153

State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	Limited Liability Company: DELAWARE
Name:	jVillage, LLC
Street Address:	59 Second Street
City:	East Rockaway
State/Country:	NEW YORK
Postal Code:	11581
Entity Type:	Limited Liability Company: VERMONT

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5371153	TOGETHERWORK
Registration Number:	4695719	OMEGAFI
Registration Number:	4695721	
Registration Number:	3514971	GIN SYSTEM
Registration Number:	3460648	OMEGA FINANCIAL
Registration Number:	3578477	CHAPTER DESKTOP
Registration Number:	5161030	
Registration Number:	3459750	CIRCUITREE
Registration Number:	3348365	CYBERGOLF
Registration Number:	4292055	RAISING YOUR EXPECTATIONS
Registration Number:	4398653	PENNINGTON & COMPANY
Registration Number:	4398654	PENNINGTON & COMPANY
Registration Number:	4297898	PENNINGTON & COMPANY
Registration Number:	4862237	CONGREGATION CONNECT
Registration Number:	4441642	CLOUD FOR SYNAGOGUES
Registration Number:	5353266	JVILLAGE NETWORK
Registration Number:	5353267	JVILLAGE NETWORK

CORRESPONDENCE DATA

Fax Number: 2127288111
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: 2127288000
Email: ipdept@willkie.com
Correspondent Name: Brandon Coyle c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 123717.00006 BRC

NAME OF SUBMITTER:	Brandon R. Coyle
SIGNATURE:	/brandonrcoyle/
DATE SIGNED:	03/12/2018
Total Attachments: 5 source=TM RELEASE_AQUILINE#page1.tif source=TM RELEASE_AQUILINE#page2.tif source=TM RELEASE_AQUILINE#page3.tif source=TM RELEASE_AQUILINE#page4.tif source=TM RELEASE_AQUILINE#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 12th day of March, 2018 (the “Release Date”), by Aquiline Financial Services Fund III L.P., a Cayman Islands exempted limited partnership (the “Lender”), for the benefit of each grantor listed on Schedule 1 (collectively, the “Grantors”, and each, a “Grantor”).

WHEREAS, the Grantors have entered into that certain Second Lien Trademark Security Agreement, dated as of January 11, 2018 with the Lender (the “Trademark Security Agreement”) in connection with that certain Secured Grid Revolving Line of Credit, dated as of January 11, 2018, among Omega Financial, LLC, the other Grantors, the other guarantors party thereto and the Lender (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 11, 2018, at Reel 6248, Frame 0174;

WHEREAS, pursuant to the Trademark Security Agreement, in conjunction with the Credit Agreement, each Grantor pledged and granted to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of such Grantor, whether then existing or thereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark registrations and applications for registration, listed on Schedule 2 hereto, together with any and all (i) rights and privileges arising under applicable legal requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world; and

WHEREAS, the Obligations have been paid in full and each Grantor has requested that the Lender release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Lender hereby irrevocably and forever terminates, releases and discharges the Trademark Security Agreement, any and all of its security interest in, and all of its right, title and interest in, to and under, the Trademark Collateral granted by each Grantor under the Credit Agreement.

2. Recordation of Release. The Lender understands and agrees that this Release may be recorded by or for each Grantor with the U.S. Patent and Trademark Office.

3. Further Actions. The Lender further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that each Grantor may reasonably require to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne solely by such Grantor.

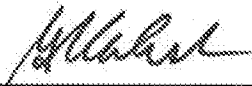
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

AQUILINE FINANCIAL SERVICES FUND III L.P.

By: AQUILINE CAPITAL PARTNERS III GP
(OFFSHORE) LTD., its general partner

By: 

Name: Geoffrey Kalish
Title: Authorized Person

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE 1

NAME	ADDRESS
Omega Financial, LLC	1242 Sixth Avenue Columbus, GA 31901
CircuiTree, LLC	1353 Lake Shore Drive Branson, MO 65616
Cybergolf, LLC	13024 Beverly Park Rd. Mukilteo, WA 98275
Pennington & Company Fundraising, LLC	501 Gateway Dr., Suite A Lawrence, KS 66049
Congregation Connect, LLC	59 Second Street East Rockaway, NY 11581
jVillage, LLC	59 Second Street East Rockaway, NY 11581

SCHEDULE 2**U.S. Trademark Registrations**

Owner	Mark	Registration Number
Omega Financial, LLC	Togetherwork	5,371,153
Omega Financial, LLC	OMEGAFI	4,695,719
Omega Financial, LLC	Omega Design	4,695,721
Omega Financial, LLC	Gin System	3,514,971
Omega Financial, LLC	Omega Financial	3,460,648
Omega Financial, LLC	Chapter Desktop	3,578,477
CircuiTree, LLC	Design	5,161,030
CircuiTree, LLC	CIRCUITREE	3,459,750
Cybergolf, LLC	CYBERGOLF	3,348,365
Pennington & Company Fundraising, LLC	Raising Your Expectations	4,292,055
Pennington & Company Fundraising, LLC	Pennington & Company	4,398,653
Pennington & Company Fundraising, LLC	Pennington & Company	4,398,654
Pennington & Company Fundraising, LLC	Pennington & Company	4,297,898
Congregation Connect, LLC	Congregation Connect	4,862,237
Congregation Connect, LLC	Cloud for Synagogues	4,441,642
jVillage, LLC	JVillage Network	5,353,266
jVillage, LLC	JVillage Network (stylized)	5,353,267

U.S. Trademark Applications

None.