

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 5124 / Frame 0679)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/25/2018	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hub International Canada West ULC		
Street Address:	Three Bentall Centre, 595 Burrard Street		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V7X 1L3		
Entity Type:	Unlimited Liability Company: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	590585	REPRESENTING THE BUYER	
Registration Number:	2900083	HUB INTERNATIONAL	
Registration Number:	3270884	HUB INTERNATIONAL	
Registration Number:	3270885	HUB INTERNATIONAL	
Registration Number:	3465423	HUBPRO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	04/27/2018		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 25, 2018 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent for the First Lien Secured Parties (the “Agent”), in favor of the grantor parties identified on the signature page hereto (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of October 2, 2013, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “U.S. Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the U.S. Security Agreement, the Grantors executed the Intellectual Property Security Agreement, dated as of October 2, 2013 (the “Trademark Security Agreement”);

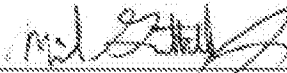
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 4, 2013 at Reel 5124 and Frame 0679;

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 U.S. Security Agreement or the 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 Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the U.S. Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Collateral under the 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 Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective 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 Grantors, at the Grantors’ 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.

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

**MORGAN STANLEY SENIOR FUNDING,
INC.,
acting in its capacity as Collateral Agent
for the First Lien Secured Parties**

By: 

Name: Michael Gutfiella

Title: Authorized Signatory

GRANTORS:

**HUB INTERNATIONAL CANADA WEST ULC
HUB INTERNATIONAL ONTARIO LIMITED**

SCHEDULE I

Trademark	Registration Number	Application Number	Owner
REPRESENTING THE BUYER	590,585	71554902	Hub International Canada West ULC
HUB INTERNATIONAL	2,900,083	75937181	Hub International Canada West ULC
HUB INTERNATIONAL	3,270,884	77003444	Hub International Canada West ULC
HUB INTERNATIONAL	3,270,885	77003462	Hub International Canada West ULC
HUBPRO	3,465,423	77170066	Hub International Canada West ULC