

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		02/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ICS GROUP HOLDINGS, INC.		
Street Address:	450 Park Avenue		
Internal Address:	29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2524319	ARBINET	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	206750/20		
NAME OF SUBMITTER:	Carson Denny		
SIGNATURE:	//Carson Denny//		
DATE SIGNED:	02/02/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “**Termination and Release**”) is granted as of February 1, 2021 by **U.S. BANK NATIONAL ASSOCIATION** (the “**Collateral Trustee**”), in favor of **ICS GROUP HOLDINGS, INC.** (the “**Pledgor**”).

WHEREAS, Pledgor executed and delivered a Trademark Security Agreement, dated as of November 20, 2018 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Agreement**”), granting and pledging to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under the following Intellectual Property Collateral (as defined therein) of Pledgor, wherever located, and whether then existing or thereafter arising or acquired from time to time (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the trademarks listed on Schedule 1 attached to the Agreement, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) 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 thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof; and

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) on November 27, 2018, at Reel 6542, Frame 0119; and

WHEREAS, Pledgor has requested that Collateral Trustee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Pledgor in, to and under all of the Trademark Collateral as herein provided; and

WHEREAS, Pledgor has requested that the Collateral Trustee provide a document suitable for recording with the USPTO to evidence the release of the Collateral Trustee’s security interests in and liens on the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee hereby:

1. terminates the Agreement and releases, terminates and discharges fully all liens and security interests in Pledgor’s right, title and interest in, to and under the Trademark Collateral, and all goodwill associated therewith, including, without limitation, those trademarks and trademark applications identified in Schedule I hereto; and

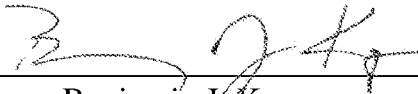
2. authorizes and requests that this Termination and Release be recorded with the USPTO.

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Benjamin J. Krueger
Title: Vice President

SCHEDULE I
TO
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ICS Group Holdings, Inc.	2524319	ARBINET

Trademark Applications:

None.