

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1203382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kroll Trustee Services Limited	FORMERLY Lucid Trustee Services Limited	04/30/2024	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	iContracts, Inc.		
Street Address:	311 S Wacker Dr		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87786856	CONTRACTS MANAGER	
Serial Number:	77555297	POLICYMANAGER	
Serial Number:	77756464	POLICYMEDICAL	
Serial Number:	88052433	POLICYSTAT	
Serial Number:	77766602	EASYCAMPUS	
Serial Number:	77515263	EDUCADIUM	
Serial Number:	77780022		
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<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)373-2619		
Email:	kshmorhun@paulweiss.com,rjerry@paulweiss.com		
Correspondent Name:	Katerina Shmorhun		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	024494-001		
NAME OF SUBMITTER:	Katerina Shmorhun		

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SIGNATURE:	Katerina Shmorhun
DATE SIGNED:	05/01/2024
Total Attachments: 5 source=Project Galaxy - Trademark Release-iContracts, Inc. (Second Lien) EXECUTED 4_30_24#page1.tif source=Project Galaxy - Trademark Release-iContracts, Inc. (Second Lien) EXECUTED 4_30_24#page2.tif source=Project Galaxy - Trademark Release-iContracts, Inc. (Second Lien) EXECUTED 4_30_24#page3.tif source=Project Galaxy - Trademark Release-iContracts, Inc. (Second Lien) EXECUTED 4_30_24#page4.tif source=Project Galaxy - Trademark Release-iContracts, Inc. (Second Lien) EXECUTED 4_30_24#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of April 30, 2024, by Kroll Trustee Services Limited (f/k/a Lucid Trustee Services Limited), as collateral agent (the "Agent") in favor of iContracts, Inc., a Delaware corporation (the "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Second Lien Security Agreement and the Trademark Security Agreement (each as defined below), as applicable.

WITNESSETH:

WHEREAS, Grantor entered into that certain Joinder to Security and Pledge Agreement dated May 29, 2019, pursuant to which Grantor joined the Security and Pledge Agreement (Second Lien) dated June 26, 2018 ("Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, Grantor granted a continuing interest in and continuing lien on the IP Collateral (as defined below) to the Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Grantor and the Agent (as successor collateral agent to NatWest Markets plc pursuant to that certain Substitution and Transfer Deed dated July 31, 2020) are parties to that certain Notice of Grant of Security Interest in Trademarks, dated as of May 29, 2019 (the "Original Trademark Security Agreement"), as amended by that certain Amended and Restated Grant of Security Interest in Trademarks (Second Lien), dated as of July 31, 2020 (the "Amended Trademark Security Agreement" and together with the Original Trademark Security Agreement, the "Trademark Security Agreement"), pursuant to which the Grantor granted a security interest to the Agent in the IP Collateral (as defined below) as security for certain obligations owing by the Grantor to the Agent;

WHEREAS, the Original Trademark Security Agreement was recorded by the United States Patent and Trademark Office at Reel 006663, Frame 0116 and the Amended Trademark Security Agreement was recorded by the United States Patent and Trademark Office at Reel 007020, Frame 0194;

WHEREAS, the Grantor has requested that the Agent release its security interest in the IP Collateral and reassign any and all rights in the same to the respective Grantor.

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

1. The Agent hereby terminates, releases, cancels, relinquishes and discharges its continuing security interest in all of Grantor's entire right, title and interest in, to and/or under all of the following assets, whether now owned or existing or hereafter created, acquired or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

(a) all patents and patent applications, and all improvements thereto;

(b) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby;

(c) all copyrights, including, without limitation, copyrights in computer software, internet web sites and the content thereof, whether registered or unregistered;

(d) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

2. The Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Agent, any and all of the Agent's rights, titles and interests in and to the IP Collateral.

3. The Agent without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

4. The Agent hereby authorizes recordation of this Release and agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

5. This Release shall be governed by, and construed in accordance with, the laws of the state of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Intellectual Property to be executed as of the day and year first above written.

Kroll Trustee Services Limited, as Agent

By: _____
Name: Kate Russell
Title: Authorised Signatory

[Project Galaxy – Signature Pages to the Trademark Release - iContracts (Second Lien)]

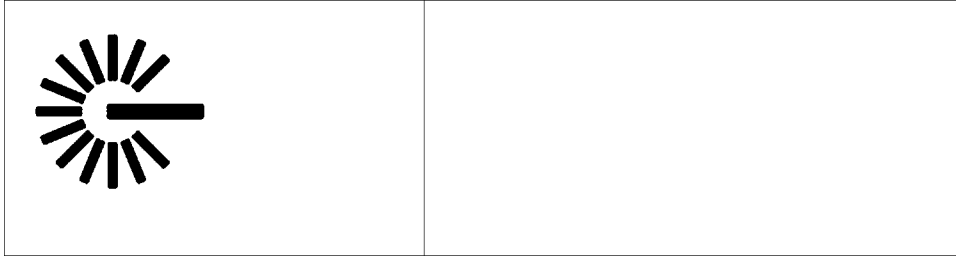
Schedule I

Patents

None.

Trademarks

TRADEMARK	REGISTRATION NUMBER (RN) APPLICATION NUMBER (SN)
CONTRACTS MANAGER	RN: 5682335 SN: 87786856
POLICYMANAGER	RN: 3685180 SN: 77555297
POLICYMEDICAL	RN: 3798561 SN: 77756464
POLICYSTAT	RN: 5691397 SN: 88052433
EASYCAMPUS	RN: 3742324 SN: 77766602
EDUCADIUM	RN: 3785507 SN: 77515263
Design Only	RN: 3742466 SN: 77780022



Copyrights

None.