

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		04/16/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Swett & Crawford
Street Address:	3350 Riverwood Parkway, S.E.
Internal Address:	Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: CALIFORNIA

Name:	J.H. Blades & Co., Inc.
Street Address:	3350 Riverwood Parkway, S.E.
Internal Address:	Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: TEXAS

Name:	Sherwood Insurance Services
Street Address:	3350 Riverwood Parkway, S.E.
Internal Address:	Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

CH \$1115.00 3367738

Property Type	Number	Word Mark
Registration Number:	3367738	EVERYTHING WE KNOW GOES INTO EVERYTHING
Registration Number:	1661936	SWETT & CRAWFORD
Registration Number:	1228718	JHB J. H. BLADES & CO., INC.
Registration Number:	1210896	JHB

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (212) 455-2511
 Email: ksolomon@stblaw.com
 Correspondent Name: Julia S. Van de Walle, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001377/0001
NAME OF SUBMITTER:	Julia S. Van de Walle
Signature:	/jw/
Date:	05/22/2013

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is given as of this 16th day of April, 2013, by Deutsche Bank Trust Company Americas (“Collateral Agent”), as Collateral Agent, in favor of Swett & Crawford, J. H. Blades & Co., Inc. and Sherwood Insurance Services (each a “Grantor” and together the “Grantors”). Capitalized terms used in this Release but not defined herein have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of April 3, 2007 (as further amended, modified, supplemented or restated, and in effect from time to time, the “Second Lien Security Agreement”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Second Lien Security Agreement, Swett & Crawford unconditionally executed and delivered to the Collateral Agent a Trademark Security Agreement dated April 3, 2007 (the “Crawford Second Lien Trademark Security Agreement”) and granted to Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademark Collateral of said Grantor including those listed on Schedule 1 attached hereto (collectively, the “Crawford Trademark Collateral”);

WHEREAS, pursuant to the Second Lien Security Agreement, J. H. Blades & Co., Inc. (erroneously listed as J.H. Blades Co., Inc.) unconditionally executed and delivered to the Collateral Agent a Trademark Security Agreement dated April 3, 2007 (the “Blades Second Lien Trademark Security Agreement” and together with the Crawford Second Lien Trademark Security Agreement, the “Second Lien Trademark Security Agreements”) and granted to Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademark Collateral of said Grantor including those listed on Schedule 1 attached hereto (collectively, the “Blades Trademark Collateral” and together with the Crawford Trademark Collateral, the “Trademark Collateral”);

WHEREAS, the Crawford Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2007, at Reel 3515/Frame 0367;

WHEREAS, the Blades Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 4, 2007, at Reel 3515/Frame 0386; and

WHEREAS, the Obligations have now been paid and performed in full and Collateral Agent and each Grantor desires that Collateral Agent terminate and release its security interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

Collateral Agent hereby terminates, releases and discharges fully its security interest and lien, and reconveys, transfers and assigns to each Grantor, without recourse, any rights it may have, in and to each Grantor's right, title and interest in or to the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1 hereto.

Collateral Agent hereby authorizes each Grantor or each Grantor's respective authorized representative to, at the sole expense of the Grantors, (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Collateral Agent in the Trademark Collateral, and/or (iii) otherwise record or file this Release in any applicable governmental office or agency.

Collateral Agent shall take all further actions, and provide to each Grantor, each Grantor's 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 to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, intending to be legally bound, Collateral Agent has caused this **RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be duly executed as of the date first above written.

COLLATERAL AGENT:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: 
Name: **Anca Trifan**
Title: **Managing Director**

By: 
Name: **Michael Getz**
Title: **Vice President**

**SCHEDULE 1 TO
RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

TRADEMARKS

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Swett & Crawford	EVERYTHING WE KNOW GOES INTO EVERYTHING WE DO.	U.S. Federal	77036364 11/03/2006	3367738 01/15/2008
Swett & Crawford	SWETT & CRAWFORD	U.S. Federal	74093423 09/04/1990	1661936 10/22/1991
J. H. Blades & Co., Inc.	JHB J. H. BLADES & CO., INC.	U.S. Federal	73329078 09/21/1981	1228718 02/22/1983
J. H. Blades & Co., Inc.	JHB	U.S. Federal	73328937 09/21/1981	1210896 09/28/1982