

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		05/19/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	40/86 Mortgage Capital, Inc.		
Street Address:	11825 North Pennsylvania Street		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2960496	40 86	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5094		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Linda M. Nyberg, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	018560/0019		
NAME OF SUBMITTER:	Linda M. Nyberg		
SIGNATURE:	/lmn/		
DATE SIGNED:	05/21/2015		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is dated as of May 19, 2015 by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”), in favor of 40/86 MORTGAGE CAPITAL, INC., a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Guarantee Security Agreement, dated as of September 28, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of September 28, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 3, 2012 at reel/frame number 4872/0818;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent, on behalf of the Secured Parties a continuing security interest in personal property of the Grantor, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Grantor has requested that the Collateral Agent terminate and release the Security Interest in the Trademark Collateral.

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

1. Definitions. The term “Trademark Collateral” as used herein shall mean all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the Trademark Collateral), whether now owned or existing or hereafter acquired or arising:
 - (i) Each trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
 - (ii) Each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including , without limitation, each Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed pursuant thereto; and
 - (iii) All proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual

Execution Version

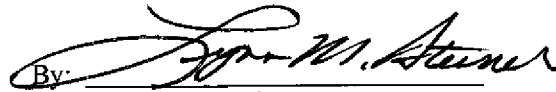
property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

2. Release of Security Interest. The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in all right, title and interest of the Grantor in, to and under all of the Trademark Collateral.
3. Governing Law. This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 

Name: **Lynn M. Steiner**
Title: **Vice President**

SCHEDULE I

TO

RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
40 86	2960496	6/7/2005

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.
