

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Release and Reassignment of Security Interest Recorded at Reel 5548, Frame 0735		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cantor Fitzgerald Securities, as Agent		11/30/2015	PARTNERSHIP: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RSC Insurance Brokerage, Inc.		
<b>Street Address:</b>	160 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3123427	THE TOTAL PROTECTION PROGRAM	
<b>Registration Number:</b>	3099748	THE HEALTHPLAN OPTIMIZER	
<b>Registration Number:</b>	2584362	SINGER NELSON CHARLMERS	
<b>Registration Number:</b>	3513532	ULTIMA	
<b>Registration Number:</b>	4330963	NORTHWEST COMPREHENSIVE HIGHER EDUCATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>			
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Fatima Carrillo/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patent & Trademark Department		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1134682-0018		
<b>NAME OF SUBMITTER:</b>	Fatima Carrillo		
<b>SIGNATURE:</b>	/Fatima Carrillo/		

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<b>DATE SIGNED:</b>	11/30/2015
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**Total Attachments: 3**

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2015, by CANTOR FITZGERALD SECURITIES, a New York partnership, as agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, RSC INSURANCE BROKERAGE, INC., a Delaware corporation ("Grantor") and Agent were parties to that certain Trademark Security Agreement dated as of May 29, 2015 (the "Security Agreement") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 9, 2015, at Reel 5548, Frame 0735;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Trademarks and Trademark Collateral.

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

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral");

(i) all of its registered Trademarks set forth on Schedule A hereto;

(ii) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

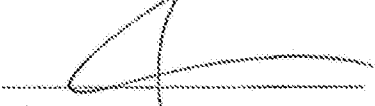
(iii) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CANTOR FITZGERALD SECURITIES, as Agent

By:   
Name: James Bond  
Title: Chief Operating Officer



Trademark Release and Reassignment

**TRADEMARK**  
**REEL: 005678 FRAME: 0273**

SCHEDULE A

Trademark	Registration Number	Registration Date	Jurisdiction
THE TOTAL PROTECTION PROGRAM	3123427	8/1/06	U.S.
THE HEALTHPLAN OPTIMIZER	3099748	6/6/06	U.S.
SINGER NELSON CHARLMERS	2584362	6/25/02	U.S.
ULTIMA	3513532	10/7/08	U.S.
NORTHWEST COMPREHENSIVE HIGHER EDUCATION BENEFIT ALLIANCE	4330963	05/07/2013	U.S.