

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494555

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		10/11/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DIGITAL INSURANCE LLC		
<b>Street Address:</b>	200 GALLERIA PARKWAY		
<b>Internal Address:</b>	SUITE 1950		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5130412	ONEDIGITAL	
<b>Registration Number:</b>	2963713	BENEFIT SELECT	
<b>Registration Number:</b>	2560610	DIGITAL INSURANCE	
<b>Registration Number:</b>	4039465	SIMPLIFYING THE HEALTH CARE JOURNEY	
<b>Serial Number:</b>	86929428	DIGITAL BENEFIT ADVISORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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) 455-3222		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	ALEXANDER RAYTMAN, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	003323/0003		

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<b>NAME OF SUBMITTER:</b>	ALEXANDER RAYTMAN
<b>SIGNATURE:</b>	/AR/
<b>DATE SIGNED:</b>	10/18/2018
<b>Total Attachments: 4</b> source=Termination and Release of Security Interest in Trademark Collateral#page1.tif source=Termination and Release of Security Interest in Trademark Collateral#page2.tif source=Termination and Release of Security Interest in Trademark Collateral#page3.tif source=Termination and Release of Security Interest in Trademark Collateral#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release"), dated as of October 11, 2018, is made by **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent and Collateral Agent (the "Administrative Agent"), under the Credit Agreement referred to below in favor of **DIGITAL INSURANCE LLC** (the "Grantor") (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement or the Trademark Security Agreement, as applicable).

**WHEREAS**, in connection with that certain Credit Agreement, dated as of June 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Achilles Intermediate LLC, a Delaware limited liability company ("Holdings"), Achilles Acquisition LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and the Administrative Agent, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Borrower;

**WHEREAS**, the Borrower and the other Loan Parties entered into that certain Security Agreement dated as of June 6, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, in connection with the Credit Agreement, Security Agreement the Grantor executed and delivered the Trademark Security Agreement, dated as of June 6, 2017, in favor of the Administrative Agent (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on June 26, 2017 at Reel/Frame No. 6090/0949;

**WHEREAS**, pursuant to the Trademark Security Agreement, the Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), granted and pledged to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all Trademark Collateral including those trademark registrations and applications listed on Schedule A attached hereto; and

**WHEREAS**, the Administrative Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 5 of the Trademark Security Agreement, the Administrative Agent has agreed to execute this Release.

**NOW THEREFORE**, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby **RELEASES**, terminates, cancels and discharges, without representation, recourse or warranty whatsoever, in its entirety its security interest in and to the Trademark Collateral and terminates the Trademark Security Agreement. The Administrative Agent hereby reassigns, re-transfers and re-conveys to the Grantor any and all of its rights, title and interest in and to the Trademark Collateral, together with (1) all proceeds and products of such Trademark Collateral, (2) the goodwill associated with such Trademark Collateral and (3) all causes of action arising prior to or after the date hereof for infringement of such Trademark Collateral or unfair competition regarding the same, and any and all other rights, title and interest in and to such Trademark Collateral and related rights that the Administrative Agent may have.


The Administrative Agent agrees, at Borrower's expense, to cooperate with Borrower, to take all further actions and to provide Borrower with the information and additional authorization, in each case, as reasonably required or desirable to effect the purpose of this Release. Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first above written.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Jason Chang  
Title: Authorized Officer

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
DIGITAL INSURANCE LLC (f/k/a DIGITAL INSURANCE, INC.)	ONEDIGITAL	5,130,412	January 24, 2017
DIGITAL INSURANCE LLC (f/k/a DIGITAL INSURANCE, INC.)	BENEFIT SELECT	2,963,713	June 28, 2005
DIGITAL INSURANCE LLC (f/k/a DIGITAL INSURANCE, INC.)	DIGITAL INSURANCE	2,560,610	April 9, 2002
DIGITAL INSURANCE LLC (f/k/a DIGITAL INSURANCE, INC.)	SIMPLIFYING THE HEALTH CARE JOURNEY	4,039,465	October 11, 2011

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
DIGITAL INSURANCE LLC (f/k/a DIGITAL INSURANCE, INC.)	DIGITAL BENEFIT ADVISORS	86/929,428	March 4, 2016