

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OBSIDIAN AGENCY SERVICES, INC., as collateral agent		09/03/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ventiv Technology Inc.
Street Address:	3350 Riverwood Parkway, 20th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Corporation: CALIFORNIA
Name:	Ventiv Extended Services LLC
Street Address:	3350 Riverwood Parkway, 20th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	David Corporation
Street Address:	38705 Seven Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2655762	RISKCONSOLE
Registration Number:	2828599	IVOS
Registration Number:	4125565	RISCLOUD
Registration Number:	4044065	OMNISCIENT
Registration Number:	3526752	NAVRISK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5165123	RMIS INSIGHTS
Serial Number:	88070143	NAVRISK VISION

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1129680 TM TERM & REL
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	09/16/2019

Total Attachments: 4

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”) is made as of September 3, 2019 (“Effective Date”), by OBSIDIAN AGENCY SERVICES, INC., a California corporation (“Obsidian”), in its capacity as collateral agent for the Lenders, as such term is defined in the below defined Credit Agreement (together with its successors in such capacity, “Grantee”), in favor of Ventiv Technology Inc., a California corporation (f/k/a Aon eSolutions, Inc., “Ventiv”), Ventiv Extended Services LLC, a California limited liability company (f/k/a 4iSoft LLC, “Extended”), David Corporation, a California corporation (“David”) and any other entities from time to time party to the below defined Trademark Security Agreements (together with Ventiv, Extended and David, each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, reference is made to (a) that certain Guarantee and Collateral Agreement dated as of August 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among Ventiv Global Technologies Ltd. (f/k/a UK Apple Holdco Limited, “Holdings”), US Apple Holdco, LLC (the “Borrower”), the Grantors, each other entity from time to time party thereto and the Collateral Agent, and (b) that certain Credit Agreement, dated as August 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the lenders from time to time party thereto (the “Lenders”), Obsidian Agency Services, Inc., as term loan administrative agent and collateral agent, and PNC Bank, National Association, as revolving agent;

WHEREAS, pursuant to the terms and conditions of that certain (a) Trademark Security Agreement, dated as of August 29, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Ventiv Trademark Security Agreement”), by and among Ventiv and Grantee, Ventiv granted to Grantee a security interest in all of Ventiv’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Ventiv Trademark Security Agreement); (b) Trademark Security Agreement, dated as of February 1, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Extended Trademark Security Agreement”) by and among Extended and Grantee, Extended granted to Grantee a security interest in all of Extended’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Extended Trademark Security Agreement); and (c) Trademark Security Agreement, dated as of December 18, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “David Trademark Security Agreement” and together with the Ventiv Trademark Security Agreement and the Extended Trademark Security Agreement, collectively the “Trademark Security Agreements”) by and among David and Grantee, David granted to Grantee a security interest in all of David’s right, title and interest in and to the Trademark Collateral (as such term is defined in the David Trademark Security Agreement); and

WHEREAS, (a) the Ventiv Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on September 2, 2014 at Reel 5355, Frame 0562, (b) the Extended Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 10, 2016 at Reel 5727, Frame 0911 and (c) the David Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 26, 2018 at Reel 6509, Frame 0381; and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral (as defined in each Trademark Security Agreement), including, without limitation, the trademarks,

trademark applications and trademark licenses recorded at the United States Patent and Trademark Office and listed on Schedule A hereto.

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

1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Security Agreement, Credit Agreement or the Trademark Security Agreements, as appropriate.

2. Release of Grant of Security Interest. Without representation or warranty of any kind or nature, Grantee, on behalf of itself and the Lenders, hereby (i) terminates each Trademark Security Agreement and (ii) terminates, releases, and discharges all of its security interest and the Lenders' security interest in all of Grantors' right, title and interest in and to the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee and of the Lenders in the Trademark Collateral, including, without limitation, the following:

2.1 all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those set forth on Schedule A hereto (the "Trademarks"); and

2.2 all goodwill associated with or symbolized by the Trademarks.

3. Recordation. Grantee authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

4. Further Assurances. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

OBSIDIAN AGENCY SERVICES, INC.,
a California Corporation, as collateral agent

By: _____
Name: Raj Vignani
Title: Vice President

SCHEDULE A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg./Serial No.</u>
Ventiv Technology Inc.	RISKCONSOLE	12/30/2002	2655762
Ventiv Technology Inc.	IVOS	3/30/2004	2828599
Ventiv Technology Inc.	RISCLOUD	4/10/2012	4125565
Ventiv Extended Services LLC (f/k/a 4iSoft LLC)	OMNISCIENT	October 25, 2011	4044065
David Corporation	NAVRISK	8/8/18	3,526,752
David Corporation	RMIS INSIGHTS	3/21/17	5,165,123
David Corporation	NAVRISK VISION	11/4/08	88/070143

Trademark Applications

None.

Trademark Licenses

None.