### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM317790

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The American National Bank of Texas		09/18/2014	Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Policy Store Inc.	
Street Address:	223 McKinney Avenue	
City:	Rockwall	
State/Country:	TEXAS	
Postal Code:	75087	
Entity Type:	CORPORATION: TEXAS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4068891	1-800-MEDIGAP

### CORRESPONDENCE DATA

Fax Number: 9722393330

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.

Email: atarver@slnlegal.com

Law Offices of Shanna Nugent, PC **Correspondent Name:** 

Address Line 1: 14285 Midway Rd, Ste 130 Address Line 4: Addison, TEXAS 75001

NAME OF SUBMITTER:	Amanda Tarver
SIGNATURE:	/Amanda Tarver/
DATE SIGNED:	09/23/2014

#### **Total Attachments: 7**

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# TERMINATION AND RELEASE OF TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK AND SERVICE MARK SECURITY AGREEMENT, dated as of this 12th day of September, 2014, is made by The American National Bank of Texas, located at 2720 W. 7th Street, Fort Worth, Texas, 76107 ("Lender") in favor of Policy Store Inc., a Texas corporation located at 223 McKinney Trail, Rockwall, Texas, 75087 ("Grantor").

Capitalized terms as used herein and not otherwise defined herein shall have the meanings set forth for such terms in the Trademark and Service Mark Security Agreement dated as of June 19, 2013 and Security Agreement dated June 19, 2013 by and between Grantor, and Lender.

#### **RECITALS:**

WHEREAS, Lender and Grantor entered into the Trademark and Service Mark Security Agreement and Security Agreement as described above;

WHEREAS, pursuant to the Trademark and Service Mark Security Agreement, Grantor, as security for the payment, performance and observance of all the Obligations granted, assigned, conveyed, mortgaged, pledged, hypothecated, and transferred to the Lender a continuing security interest in and Lien upon all of its right, title and interest in, to and under the following whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Trademark Collateral"):

- (i) All of its Service Marks and Service Mark licenses to which it is a party, including those referred to on <u>Schedule I</u> hereto;
- (ii) All divisional, reissues, continuations or extensions, as may be appropriate, of the forgoing;
- (iii) All goodwill of the business connected with the use of, and symbolized by, each Service Mark and each Service Mark license, as appropriate; and
- (iv) All products and Proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Service Mark or Service Mark licensed under any Service Mark license, and (B) injury to the goodwill associated with any under any Service Mark license.

WHEREAS, Grantor caused the Trademark and Service Mark Security Agreement to be recorded in the United States Trademark office at Reel 005074, Frame 0877 on July 12, 2013 for the Service Marks; and

WHEREAS, the Obligations undertaken by Grantor pursuant to the Note and secured by the Security Agreement and the Trademark and Service Mark Security Agreement have been indefeasibly paid in full and the Lender has no further commitment to lend under the Note and Financing Agreements, and therefore, Lender no longer claims an interest in the Trademark Collateral.

#### **AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby agrees and confirms that the Security Agreement and the Trademark and Service Mark Security Agreement, and any and all Trademarks Collateral granted, assigned, conveyed, mortgaged, pledged, hypothecated, and transferred thereby are terminated and released, and all right, title and interest of Lender in and to the Trademark Collateral are hereby, without recourse to or warranty by the Lender, reassigned to Grantor.

THIS TERMINATION AND RELEASE OF TRADEMARK AND SERVICE MARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

This Termination and Release of Trademark and Service Mark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

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IN WITNESS WHEREOF, Lender has caused this TERMINATION AND RELEASE OF TRADEMARK AND SERVICE MARK SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

THE AMERICAN NATIONAL BANK OF TEXAS

y: \_\_\_\_

Name: STEWART STORM.

Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED:

POLICY STORE INC.

Jeffrey Cline

President

By:

#### ACKNOWLEDGEMENT OF LENDER

STATE OF TEXAS

COUNTY OF ROCKWALL)

On this 18 day of Syptume, 2014 before me personally appeared Stewart Storms, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of THE AMERICAN NATIONAL BANK OF TEXAS, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instruments to be the free act and deed of said corporation.

Notary Public

{seal}

YVONNE HANKS My Commission Expires May 6, 2018

## SCHEDULE I

To

## TERMINATION AND RELEASE OF TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

- I. TRADEMARK AND SERVICE MARK REGISTRATIONS See attached.
- II. PENDING TRADEMARK AND SERVICE MARK APPLICATIONS None.

III. TRADEMARK AND SERVICE MARK LICENSES None.

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## ATTACHMENT TO TERMINATION AND RELEASE OF TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

Mark Registration Number Date

RECORDED: 09/23/2014

"1-800-MEDIGAP" Reg. No. 4,068,891 December 6, 2011