

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERN FONK INSURANCE SERVICES, INC.		12/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE BUSINESS FINANCIAL SERVICES INC., as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77770753	REMEMBER TO HONK WHEN YOU DRIVE BY VERN FONK	
Serial Number:	77770752	VERN FONK	
Serial Number:	77780896	VERN FONK	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.168		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$90.00 77770753

900151104

TRADEMARK  
 REEL: 004123 FRAME: 0527

Signature:	/njb/
Date:	01/04/2010
<b>Total Attachments: 5</b> source=Vern Fonk Trademark Security Agreement#page1.tif source=Vern Fonk Trademark Security Agreement#page2.tif source=Vern Fonk Trademark Security Agreement#page3.tif source=Vern Fonk Trademark Security Agreement#page4.tif source=Vern Fonk Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of December, 2009, by the entity listed on the signature page, which is a Credit Party as defined in the Credit Agreement (as defined below) (hereinafter "Grantor"), in favor of GE Business Financial Services Inc., formerly known as Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders to (and defined in) the Credit Agreement ("Grantee"):

### WITNESSETH

WHEREAS, Confie Seguros Holding II Co., a Delaware corporation ("Borrower"), and Lenders are parties to a certain Credit Agreement dated as of January 11, 2008 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrower by Lenders; and

WHEREAS, Grantor is a direct subsidiary of Borrower and Grantor will benefit from the financial accommodations provided to Borrower pursuant to the Credit Agreement; and

WHEREAS, pursuant to that certain Joinder to Guaranty Agreement dated the date hereof by and between Grantor and Administrative Agent, Grantor has agreed to guarantee all of Borrower's Obligations; and

WHEREAS, pursuant to the terms of a certain Joinder to Security Agreement of even date herewith between Grantor and Grantee which joins the Grantor to the Security Agreement dated as of January 11, 2008 among the grantors thereunder and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit

and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to 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 created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) 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 Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and their successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns.

**[Signature page follows]**

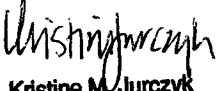
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of  
the date first written above.

**VERN FONK INSURANCE SERVICES, INC.,** a  
Delaware corporation

By   
Its SR. V. F. PRES.


Agreed and Accepted  
As of the Date First Written Above

**GE BUSINESS FINANCIAL SERVICES INC.,**  
as Administrative Agent

By   
Its Kristine M. Jurczyk  
Duly Authorized Signatory

# SCHEDULE 1

## FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

Grantor	Mark	Serial No.	Reg. No.	Reg. (Filing Date)
Vern Fonk Insurance Services, Inc.	REMEMBER TO HONK WHEN YOU DRIVE BY VERN FONK	77-770753	N/A	N/A (Pending-Application filed 07/14/09)
Vern Fonk Insurance Services, Inc.	VERN FONK	77-770752	N/A	N/A (Pending-Application filed 06/30/09)
Vern Fonk Insurance Services, Inc.		77-780896	N/A	N/A (Pending-Application filed 06/30/09)