

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
National Financial Partners Corp.		02/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A. as Administrative Agent
Street Address:	101 N. Tryon Street
Internal Address:	One Independence Center, Mail Code: NC1-001-04-39
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2422912	NFP
Registration Number:	2742420	NFP NATIONAL FINANCIAL PARTNERS
Registration Number:	4094884	NFP
Registration Number:	4094885	NFP
Registration Number:	4097432	NFP
Registration Number:	4097433	NFP
Registration Number:	4100472	NATIONAL FINANCIAL PARTNERS
Registration Number:	4211885	ACCESS. INSIGHT. ADVANTAGE.
Registration Number:	4094887	
Registration Number:	4094886	
Registration Number:	4094883	PARTNER. PRESERVE. PROSPER.
Registration Number:	4094882	PARTNERSFINANCIAL
Serial Number:	76712197	BENEFITS PARTNERS

CH \$340.00 2422912

CORRESPONDENCE DATA

Fax Number: 2127557306

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-326-3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Elizabeth Pendergast, Esq.

Address Line 1: 222 East 41st Street

Address Line 2: Jones Day

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	739326-142047
NAME OF SUBMITTER:	Elizabeth Pendergast
Signature:	/Elizabeth Pendergast/
Date:	02/08/2013
Total Attachments: 5 source=Bank of America_NFP - Trademark Security Agreement##page1.tif source=Bank of America_NFP - Trademark Security Agreement##page2.tif source=Bank of America_NFP - Trademark Security Agreement##page3.tif source=Bank of America_NFP - Trademark Security Agreement##page4.tif source=Bank of America_NFP - Trademark Security Agreement##page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 8, 2013 is made between National Financial Partners Corp., a Delaware corporation (the "Grantor"), and Bank of America, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent, among others, are parties to a Credit Agreement, dated as of February 8, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of February 8, 2013 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower and to issue or participate in Letters of Credit for the account of the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Pledge and Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby collaterally assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders (and, in the case of any Specified Hedge Agreement or any Specified Cash Management Agreement, each applicable Lender or Lender Affiliate), a security interest in, all of the following property now owned or at any time hereafter owned by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the PTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the

foregoing referred to in Item A of Schedule I attached hereto, and (ii) the right to obtain all renewals thereof (each, a "Trademark");

(b) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and

(c) all accessions to, substitutions for and replacements, Proceeds and products of, any and all of the foregoing;

provided, however, that the "Trademark Collateral" shall not include (i) any applications for Trademarks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) or any successor provision(s), or (ii) any other item of the Excluded Property.

Section 3. Pledge and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the PTO and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Lenders under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

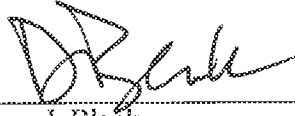
Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or email image), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


Section 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NATIONAL FINANCIAL PARTNERS CORP.

By: 
Name: Donna J. Blank
Title: Executive Vice President and Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Charlene Wright-Jones
Title: Vice President

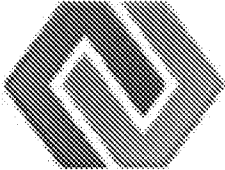

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004958 FRAME: 0658

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	NFP	2422912	January 23, 2001
United States	NFP NATIONAL FINANCIAL PARTNERS	2742420	July 29, 2003
United States	NFP	4094884	February 7, 2012
United States	NFP	4094885	February 7, 2012
United States	NFP	4097432	February 14, 2012
United States	NFP	4097433	February 14, 2012
United States	National Financial Partners	4100472	February 21, 2012
United States	Access. Insight. Advantage	4211885	September 25, 2012
United States		4094887	February 7, 2012
United States		4094886	February 7, 2012
United States	Partner. Preserve. Prosper	4094883	February 7, 2012
United States	PartnersFinancial	4094882	February 7, 2012

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
United States	Benefits Partners	76712197	August 13, 2012