

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Nemco Brokerage, Inc.		07/01/2013	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	Deutsche Bank AG New York Branch, as Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Foreign Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3907612	VIVAWELL LIVING HEALTHIER STEP BY STEP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2123548113		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-819-2000		
Email:	iprecordations@whitecase.com		
Correspondent Name:	James Maewsky/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent & Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-2377 (D663)		
NAME OF SUBMITTER:	James Maewsky		
Signature:	/James Maewsky/		

OP \$40.00 3907612

Date:

07/02/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of July 1, 2013, by National Financial Partners Corp., Lane McVicker, LLC, Lenox Advisors, Inc., National Madison Group, Inc., Nemco Brokerage, Inc. and Provis Management Group, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

### WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of July 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first set forth above.

**NATIONAL FINANCIAL PARTNERS CORP.**

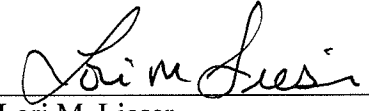
By:   
Name: Donna Blank  
Title: Executive Vice President and Chief  
Financial Officer

[NFP - Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 005062 FRAME: 0907**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement  
as of the date first set forth above.

**LANE MCVICKER, LLC  
LENOX ADVISORS, INC.  
NATIONAL MADISON GROUP, INC.  
NEMCO BROKERAGE, INC.  
PROVISE MANAGEMENT GROUP, LLC**

By:   
Name: Lori M. Lieser  
Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Administrative Agent

By: Peter Cucchiara  
Name: Peter Cucchiara  
Title: Vice President



By: Michael Getz  
Name: Michael Getz  
Title: Vice President

[NFP - Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005062 FRAME: 0909**

**Schedule I  
Trademark Registrations and Use Applications**

**Registrations:**

<b>Trademark</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
NFP	National Financial Partners Corp.	2422912	January 23, 2001
NFP NATIONAL FINANCIAL PARTNERS	National Financial Partners Corp.	2742420	July 29, 2003
NFP	National Financial Partners Corp.	4094884	February 7, 2012
NFP	National Financial Partners Corp.	4094885	February 7, 2012
NFP	National Financial Partners Corp.	4097432	February 14, 2012
NFP	National Financial Partners Corp.	4097433	February 14, 2012
National Financial Partners	National Financial Partners Corp.	4100472	February 21, 2012
Access. Insight. Advantage	National Financial Partners Corp.	4211885	September 25, 2012
	National Financial Partners Corp.	4094887	February 7, 2012
	National Financial Partners Corp.	4094886	February 7, 2012
Partner. Preserve. Prosper	National Financial Partners Corp.	4094883	February 7, 2012
PartnersFinancial	National Financial Partners Corp.	4094882	February 7, 2012
Lane McVicker	Lane McVicker, LLC	3461249	July 8, 2008
VivaWell Living Healthier Step By Step	Nemco Brokerage, Inc.	3907612	January 18, 2011
Personal Financial Officer PFO	Provis Management Group, LLC	2843333	May 18, 2004
PROVISE	Provis Management Group, LLC	1767650	April 27, 1993
Dreams, Dollars & Reality	Provis Management Group, LLC	1799655	October 19, 1993
NMG	National Madison Group, Inc.	2080894	July 22, 1997
National Madison Group	National Madison Group, Inc.	2204722	November 24, 1998
The Chief Plan	National Madison Group, Inc.	3793063	May 25, 2010
Lenox Advisors	Lenox Advisors, Inc.	4117333	March 27, 2012
Lenox Virtual HR Manager	Lenox Advisors, Inc.	3414892	April 22, 2008

**Applications:**

<b>Trademark</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Filing Date</b>
Benefits Partners	National Financial Partners Corp.	76712197	August 13, 2012