

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|------------------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Trademark Security Agreement | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| National Madison Group, Inc. | | 07/01/2013 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| 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 | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2080894 | NMG | |
| Registration Number: | 2204722 | NATIONAL MADISON GROUP | |
| Registration Number: | 3793063 | THE CHIEF PLAN | |
| CORRESPONDENCE DATA | | | |
| 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 | | |

OP \$90.00 2080894

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|---|-----------------|
| Signature: | /James Maewsky/ |
| Date: | 07/02/2013 |
| Total Attachments: 6 source=NFP (MDP) - Trademark Security Agreement -DB (EXECUTED #page1.tif source=NFP (MDP) - Trademark Security Agreement -DB (EXECUTED #page2.tif source=NFP (MDP) - Trademark Security Agreement -DB (EXECUTED #page3.tif source=NFP (MDP) - Trademark Security Agreement -DB (EXECUTED #page4.tif source=NFP (MDP) - Trademark Security Agreement -DB (EXECUTED #page5.tif source=NFP (MDP) - Trademark Security Agreement -DB (EXECUTED #page6.tif | |

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 Provisio 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.]

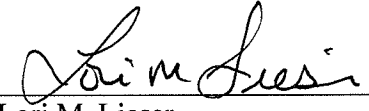
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first set forth above.

NATIONAL FINANCIAL PARTNERS CORP.

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

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: 0941

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

| Trademark | Owner | Registration No. | Registration Date |
|--|-----------------------------------|-------------------------|--------------------------|
| 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:

| Trademark | Owner | Serial No. | Filing Date |
|-------------------|-----------------------------------|-------------------|--------------------|
| Benefits Partners | National Financial Partners Corp. | 76712197 | August 13, 2012 |