

## 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
NATIONSBUILDERS INSURANCE SERVICES, INC.		06/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FROST BANK		
Street Address:	100 W. Houston, Rand Building, 2nd Floor		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78205		
Entity Type:	banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3674906	NBIS	
Registration Number:	3637240	NBIS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Janie Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	26914-33		
NAME OF SUBMITTER:	Janie Muennink		
Signature:	/Janie Muennink/		

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Date:

07/03/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of June 17, 2013, by NATIONSBUILDERS INSURANCE SERVICES, INC., a Delaware corporation ("Debtor"), in favor of FROST BANK ("Secured Party").

### BACKGROUND.

Pursuant to the Credit Agreement dated as of November 1, 2006 (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), between Debtor, and Secured Party, Secured Party has extended a commitment to make Revolving Loans to Borrower;

In connection with the Credit Agreement, Debtor has executed and delivered the Security Agreement dated as of November 1, 2006 (such agreement, together with all amendments and restatements thereto, the "Security Agreement");

As a condition precedent to the making of the Revolving Loans (including the initial Revolving Loan) under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

### AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Revolving Loans (including the initial Revolving Loan) pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party as follows:

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 (or incorporated by reference) in the Security Agreement.

"Trademark License" means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

"Trademarks" means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any governmental authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all rights to use and/or sell any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

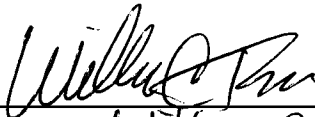
4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies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

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATIONSBUILDERS INSURANCE SERVICES,  
INC.

By:   
Print Name: William C. Tepe  
Print Title: President

FROST BANK

By: Carolyn Beebe  
Print Name: Carolyn Beebe  
Print Title: Sr. Vice President

ATTACHMENT I  
to Trademark Security Agreement

Item A	Registered Trademarks
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
NBIS	Owner	NBIS (block letters)	3,674,906	036	Insurance management, underwriting and brokerage services in the fields of residential and commercial construction and general contracting	09/01/2009	USA
NBIS	Owner	NBIS (stylized letters)	3,637,240	036	Insurance management, underwriting and brokerage services in the fields of residential and commercial construction and general contracting	06/16/2009	USA

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Item B	Trademark Applications
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Applicant	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None.							

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