

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Kinsale Capital Group, Inc.		07/09/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	The PrivateBank and Trust Company		
Street Address:	120 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	state chartered bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3928377	KINSALE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3123606547		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3123606000		
Email:	trademarks@freeborn.com		
Correspondent Name:	Andrew L. Goldstein		
Address Line 1:	311 S. Wacker Drive		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	29163-0002		
NAME OF SUBMITTER:	Andrew L. Goldstein		
Signature:	/alg/		

CH \$40.00 3928377

Date:

07/11/2013

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2013, (as the same may be amended, restated, supplemented or modified from time to time, this "Agreement") is made by and between Kinsale Capital Group, Inc., a Delaware corporation ("Grantor"), and The PrivateBank and Trust Company ("Lender").

**WITNESSETH:**

WHEREAS, Grantor owns the Trademark listed on Schedule 1 attached hereto; and

WHEREAS, pursuant to that certain Loan and Security Agreement dated June 21, 2013 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Loan Agreement"; capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement), by and among Grantor, Kinsale Management, Inc., the other Loan Parties from time to time party thereto and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Borrower's Obligations;

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Loan Agreement, that Grantor execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now or hereafter existing and whether now owned or hereafter acquired:

- (a) the Trademark listed on Schedule 1 attached hereto and made a part hereof, and (i) all licenses of the foregoing, whether as licensee or licensor, (ii) all renewals of the foregoing, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, claims and payments for past and future infringements thereof, (iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (v) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (vi) all of Grantor's rights corresponding to any of the foregoing throughout the world; and

(b) all proceeds of all of the foregoing;

Further, this security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


This Agreement is made for collateral security purposes only. This Agreement shall create a security interest in the Trademark Collateral and shall terminate upon final payment in full of the Borrower's Obligations and termination of the Loan Agreement. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's security interest in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Loan Agreement.

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Signature Pages Follow*

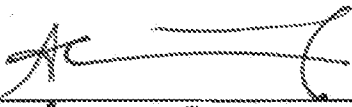
*Trademark Security Agreement Signature Page*

IN WITNESS WHEREOF, the Grantor and Lender have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

KINSALE CAPITAL GROUP, INC.,  
as Grantor

By:   
Name: MICHAEL P ICENOE  
Title: CEO

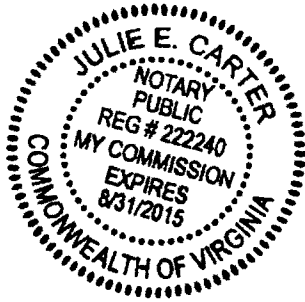
THE PRIVATEBANK AND TRUST COMPANY,  
as Lender

By:   
Name: ANDREW C HAAK  
Title: MANAGING DIRECTOR

COMMONWEALTH OF VIRGINIA :  
COUNTY OF Henrico :

On this, the 9<sup>th</sup> day of July, 2013, before me, the undersigned notary public, personally appeared Michael P. Kehoe who acknowledged himself to be President and CEO of Kinsale Capital Group, Inc., a Delaware corporation, and that he as such President and CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Julie E. Carter  
Notary Public  
My Commission Expires: 8/31/15  
#222240

STATE OF IL :

COUNTY OF COOK :

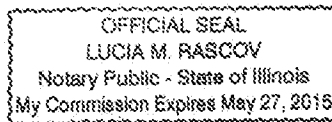
On this, the 9<sup>th</sup> day of JULY, 2013, before me, the undersigned notary public, personally appeared Andrew C Haak who acknowledged himself/herself to be Managing Director of THE PRIVATE BANK a \_\_\_\_\_, and the he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Lucia M. Rasco*

Notary Public

My Commission Expires: May 27, 2015



**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF JULY \_\_, 2013**

**THE KINSALE CAPITAL GROUP, INC. TRADEMARKS AND SERVICE MARKS**

<b>REF.</b>	<b>MARK</b>	<b>REG NUMBER</b>	<b>REG DATE</b>
1.	KINSALE	3928377	March 8, 2011

2888280v3/29163-0002

RECORDED: 07/11/2013

TRADEMARK  
REEL: 005068 FRAME: 0336