

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Frost National Bank		07/16/2013	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Insureone Independent Insurance Agency, LLC, successor-in-interest to Yellow Key Insurance Agency, Inc.
Street Address:	150 Harvester Drive
City:	Burr Ridge
State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2382054	THE INSURANCE SUPERSTORE
Registration Number:	2231104	SEGUROS UNO
Registration Number:	2217852	INSUREONE.COM
Registration Number:	3164378	INSUREONE THE INSURANCE SUPERSTORE
Registration Number:	2372895	INSUREONE
Registration Number:	2104486	INSURE ONE
Registration Number:	2104485	INSURE ONE
Registration Number:	2071991	IO INSURE ONE
Registration Number:	2363909	YELLOW KEY
Registration Number:	2320884	YELLOW KEY

CORRESPONDENCE DATA

Fax Number: 3129847700

CH \$265.00 2382054

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

Phone: 312.372.2000
Email: cvicino@mwe.com, umattsson@mwe.com
Correspondent Name: Ulrika E. Mattsson
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 227 W. Monroe Street, Suite 4400
Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER:	74429-055 UEM/CMV
NAME OF SUBMITTER:	Ulrika E. Mattsson
Signature:	/Ulrika E. Mattsson/
Date:	07/19/2013

Total Attachments: 4
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**TRADEMARK SECURITY AGREEMENT
NOTICE OF TERMINATION AND RELEASE**

This NOTICE OF TERMINATION AND RELEASE (this "Release") is dated as of July 16, 2013, and made by Insureone Independent Insurance Agency, LLC, an Illinois limited liability company, successor-in-interest to Yellow Key Insurance Agency, Inc. an Illinois corporation (the "Debtor"), and The Frost National Bank, as Administrative Agent (the "Secured Party").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of July 30, 2004 (such agreement, together with all amendments and restatements, the "Credit Agreement"), among Affirmative Insurance Holdings, Inc., a Delaware corporation (the "Borrower"), the various financial institutions that became parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), and the Secured Party, Lenders, and L/C Issuer extended Commitments to make Loans to Borrower and issued Letters of Credit for the account of Borrower and certain of its Subsidiaries;

WHEREAS, in connection with the Credit Agreement, Debtor had executed and delivered to the Secured Party that certain Security Agreement dated as of July 30, 2004 (such agreement, together with all amendments and restatements, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Loans and the issuance of the Letters of Credit (including the initial Loan and Letter of Credit) under the Credit Agreement, Debtor executed and delivered to the Secured Party that certain Trademark Security Agreement dated July 30, 2004 (the "Trademark Security Agreement") and granted to secured Party a continuing security interest in all of the Trademark Collateral to secure all Indebtedness;

WHEREAS, the Trademark Security Agreements was recorded with the United States Patent and Trademark Office on August 23, 2004, at Reel 003036/Frame 0755 and Reel 003036/Frame 0737;

WHEREAS, Debtor's Liabilities have been paid in full and all commitments have been terminated; and

WHEREAS, the Secured Party has terminated the Security Agreement and has agreed to terminate and release all of its security interests in the Trademark Collateral, which Debtor had previously granted to the Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereby agree as follows:

1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings set forth in the Trademark Security Agreement.

2. Release of Security Interests. The Secured Party hereby terminates and releases all of its security interests in the Trademark Collateral, including but not limited to, the following:
- a. all Trademarks, including all Trademarks referred to in Schedule A attached hereto;
 - b. all applications for Trademarks, including each Trademark application referred to in Schedule A attached hereto;
 - c. all Trademark Licenses, including all Trademark Licenses referred to in Schedule A 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. Further Assurances. The Secured Party agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Debtor to effect the release of the security interests contemplated hereby.

* * *

IN WITNESS WHEREOF, the parties have duly executed this Release as of the above date.

SECURED PARTY:

The Frost National Bank

By: J. Carey Womble
Name: J. CAREY WOMBLE
Title: SENIOR VICE PRESIDENT

DEBTOR:

Insureone Independent Insurance Agency, LLC

By: J.P. Kincaid
Name: JOHN P. KINCAID
Title: SVP & Deputy GC

Schedule A

TRADEMARKS

Trademark	Serial Number (Application Date)	Registration Number (Registration Date)	Country
THE INSURANCE SUPERSTORE	75-266853 (March 31, 1997)	2,382,054 (September 5, 2000)	U.S.
SEGUROS UNO	75-184143 (October 21, 1996)	2,231,104 (March 9, 1999)	U.S.
INSUREONE.COM	75-288357 (May 8, 1997)	2,217,852 (January 12, 1999)	U.S.
INSUREONE THE INSURANCE SUPERSTORE and Design 	76-600939 (July 6, 2004)	3,164,378 (October 31, 2006)	U.S.
	75-800613 (September 16, 1999)	2,372,895 (August 1, 2000)	U.S.
INSURE ONE	74-101998 (October 1, 1990)	2,104,486 (October 14, 1997)	U.S.
INSURE ONE and Design 	74-101980 (October 1, 1990)	2,104,485 (October 14, 1997)	U.S.
IO INSURE ONE DESIGN 	75/178,624 (October 8, 1996)	2,071,991 (June 17, 1997)	U.S.
YELLOW KEY and Design 	75-580290 (October 30, 1998)	2,363,909 (July 4, 2000)	U.S.
YELLOW KEY	75-580165 (October 30, 1998)	2,320,884 (February 22, 2000)	U.S.
INSUREONE	N/A	664674 (July 25, 2000)	Mexico

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