

## 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:	Affirmative Insurance Holdings, Inc.		
Street Address:	150 Harvester Drive		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3052363	AFFIRMATIVE INSURANCE HOLDINGS, INC.	
Registration Number:	3052364	AFFIRMATIVE	
Registration Number:	3081233	AFFIRMATIVE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

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NAME OF SUBMITTER:	Ulrika E. Mattsson
Signature:	/Ulrika E. Mattsson/
Date:	07/19/2013
<b>Total Attachments: 4</b> source=Affirmative Insurance Holdings Tademark Release#page1.tif source=Affirmative Insurance Holdings Tademark Release#page2.tif source=Affirmative Insurance Holdings Tademark Release#page3.tif source=Affirmative Insurance Holdings Tademark Release#page4.tif	

**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 Affirmative Insurance Holdings, Inc., a Delaware 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 Agreement was recorded with the United States Patent and Trademark Office on August 18, 2004, at Reel 003031/Frame 0185;

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:

Affirmative Insurance Holdings, Inc.

By: J.P. Kilbuck  
Name: JOHN P. KILBUCK  
Title: SVP & Deputy GC

Schedule A

TRADEMARKS

Trademark	Serial Number (Application Date)	Registration Number (Registration Date)
AFFIRMATIVE INSURANCE HOLDINGS, INC. (Stylized)	76-600933 (July 6, 2004)	3,052,363 (January 31, 2006)
AFFIRMATIVE (Stylized)	76-600935 (July 6, 2004)	3,052,364 (January 31, 2006)
AFFIRMATIVE	76-600934 (July 6, 2004)	3,081,233 (April 18, 2006)

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