

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	WNC Insurance Services, Inc.		09/27/2013	CORPORATION: CALIFORNIA
	Insurance Management Services, Inc.		09/27/2013	CORPORATION: WISCONSIN
RECEIVING PARTY DATA				
Name:	ING Capital LLC			
Street Address:	1325 Avenue of the Americas			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10019			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	4256522	GAPEXPRESS	
	Registration Number:	4198169	REPORT.NET	
	Serial Number:	85776375	READYDIVER RED	
CORRESPONDENCE DATA				
Fax Number:	9177777373			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000			
Email:	andrew.patrick@skadden.com			
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP			
Address Line 1:	Four Times Square			
Address Line 2:	Attn: Rebecca Rodal, Esq.			
Address Line 4:	New York, NEW YORK 10036			
ATTORNEY DOCKET NUMBER:	290710/34			

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NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/rebecca rodal/
Date:	09/30/2013
Total Attachments: 8 source=ING TSA#page1.tif source=ING TSA#page2.tif source=ING TSA#page3.tif source=ING TSA#page4.tif source=ING TSA#page5.tif source=ING TSA#page6.tif source=ING TSA#page7.tif source=ING TSA#page8.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2013 (this "Supplemental Trademark Security Agreement"), made by each of the signatories hereto (the "Grantors"), is in favor of ING CAPITAL LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the Lenders (in such capacity, and together with its successors and assigns in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Grantors and the Assignee are parties to a Guarantee and Collateral Agreement dated as of June 9, 2011 (the "Guarantee and Collateral Agreement") entered into pursuant to a Credit Agreement dated as of June 9, 2011 (as amended September 14, 2011 and April 25, 2012) (the "Credit Agreement"), and the Grantors are required to execute and deliver an agreement evidencing the security interest created in after-acquired intellectual property suitable for recordation in the United States Patent and Trademark Office (the "PTO"); and

WHEREAS, the Grantors and the Assignee are party to a Trademark Security Agreement dated as of June 9, 2011 entered into pursuant to the Guarantee and Collateral Agreement, which was recorded with the PTO on June 15, 2011 at Reel/Frame No. 4564/0744, and a Corrective Assignment, which was recorded with the PTO on June 29, 2011 at Reel/Frame No. 4572/0258.

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement. For purposes of this Supplemental Trademark Security Agreement, the term "Trademarks" shall mean, collectively, all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, including, without limitation, each registration and application identified on Schedule 1 hereto, together with any and all (i) registrations and applications for any of the

foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present and future infringements, dilutions, misappropriations, or other violations thereof, (vi) rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof and (vii) rights corresponding thereto throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the following property now owned or at any time hereafter acquired and wherever located of such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, including, without limitation, each registration and application identified on Schedule 1 attached hereto, together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present and future infringements, dilutions, misappropriations, or other violations thereof, (vi) rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof and (vii) rights corresponding thereto throughout the world ("Trademarks") of such Grantor; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Agreement shall not constitute a grant of a security interest in, and "Collateral" shall not include, any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder, (D) is in

any United States Trademark applications filed on the basis of a Grantor's intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, provided, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the PTO, such Trademark application shall automatically be included in the Collateral, without further action on any party's part or (E) is in (1) Capital Stock which is specifically excluded from the definition of Pledged Stock, Pledged Alternative Equity Interests, Pledged LLC Interests or Pledged Partnership Interests by virtue of the proviso to the respective definition thereof or (2) any outstanding Capital Stock of an Excluded Foreign Subsidiary in excess of 65% of the voting power of all classes of Capital Stock of such Excluded Foreign Subsidiary entitled to vote, provided, that immediately upon the amendment of the Code to allow the pledge of a greater percentage of the voting power of Capital Stock of an Excluded Foreign Subsidiary without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of Capital Stock of each Excluded Foreign Subsidiary; and (ii) the security interest granted hereby (X) shall attach at all times to all Proceeds of such property and assets described in clause (i) only to the extent that such Proceeds would not constitute property or assets of the type described in clause (i), (Y) with respect to clause (i), such security interest shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (Z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Supplemental Trademark Security Agreement.

SECTION 5. Termination. (a) At such time as the Loans, the Reimbursement Obligations under the Credit Agreement and all other Obligations (other than Unasserted Contingent Obligations and obligations under or in respect of Hedge Agreements) have been paid in full (including, with respect to any Letters of Credit, either the deposit of cash collateral in an amount equal to 105% of the outstanding L/C Obligations or the delivery of a "backstop" Letter of Credit reasonably satisfactory to the Issuing Lender in its sole discretion) and all Commitments under the Loan Documents have terminated, the Collateral shall be released from the Liens created hereby, and this Supplemental Trademark Security Agreement and all

obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Collateral held by the Collateral Agent hereunder and execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to the Collateral Agent) as such Grantor may reasonably request to evidence such termination.

(b) If any of the Collateral is sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Lien created pursuant to this Supplemental Trademark Security Agreement in such Collateral shall be released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable and in form reasonably satisfactory to the Collateral Agent for the release of such Collateral (not including Proceeds thereof) from the security interests created hereby. At the request and sole expense of the Borrower, the applicable Grantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Collateral Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Counterparts. This Supplemental Trademark Security Agreement may be executed by one or more of the parties to this Supplemental Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Supplemental Trademark Security Agreement by facsimile transmission or electronic transmission (in “.pdf” or similar format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Supplemental Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Grantor has caused this SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

WNC INSURANCE SERVICES, INC.

By: _____


Name: Patrick Bradford
Title: Managing Director

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 005122 FRAME: 0067

INSURANCE MANAGEMENT
SERVICES, INC.

By: Patrick Blanford
Name: Patrick Blanford
Title: Managing Director

Accepted and Agreed:

ING CAPITAL LLC, as Assignee

By: 
Name: Mary Forstner
Title: Director

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 005122 FRAME: 0069

SCHEDULE 1

TRADEMARKS

Trademark Registrations and Applications

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
READYDIVER	U.S. Federal	85776375	10-Nov-2012	N/A	N/A	Insurance Management Services, Inc. dba ReadyDiver
GAPEXPRESS	U.S. Federal	85519414	18-Jan-2012	4256522	11-Dec-2012	WNC Insurance Services, Inc.
REPORT.NET	U.S. Federal	85519382	18-Jan-2012	4198169	28-Aug-2012	WNC Insurance Services, Inc.