

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
Pure Risk Management, LLC		03/28/2013	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	461 5th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3513189	PURE HIGH NET WORTH INSURANCE
Registration Number:	3626724	PURE NOW, THERE'S A BRIGHT IDEA
Registration Number:	4023848	THE PURE PROMISE
Serial Number:	85754810	PURE
Serial Number:	85794528	THE POWER OF MUTUALITY
Serial Number:	85794522	PURE MEMBER ADVOCATE
Serial Number:	85755395	
Serial Number:	85855809	PURE FLOOD EXTENSION
Serial Number:	85855810	PURE FLOOD ADVANTAGE
Serial Number:	85855812	PURE FLOOD SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2026638007

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

TRADEMARK

via US Mail.

Phone: 2026638000
Email: dctm@pillsburylaw.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	58554-36
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	11/07/2013

Total Attachments: 5

source=08 Trademark Security Agreement##page1.tif
source=08 Trademark Security Agreement##page2.tif
source=08 Trademark Security Agreement##page3.tif
source=08 Trademark Security Agreement##page4.tif
source=08 Trademark Security Agreement##page5.tif

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, PURE RISK MANAGEMENT, LLC (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, Privilege Underwriters, Inc., a Delaware corporation (the "Borrower"), U.S. Bank National Association, as administrative agent (in such capacity, the "Administrative Agent" or "Grantee"), and the Lenders party thereto have entered into a Credit Agreement dated as of March 28, 2013 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 28, 2013 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including a continuing security interest in all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark, including the applied for or registered U.S. Trademarks identified in Schedule 1 hereto;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark or Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark.

“Trademarks” means all of the following: (a) all domestic and foreign trademarks, service marks, trade names, business names, logos, designs, slogans, trade dress and other indicia of service or sponsorship of goods or services, all registrations and applications for registration therefor, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all renewals thereof, (d) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (e) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.


Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

[Signature page follows.]

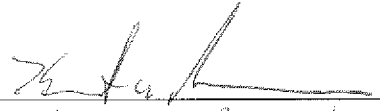
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ~~27th~~ ^{28th} day of March, 2013.

PURE RISK MANAGEMENT, LLC

By: 
Name: Jeffrey Paschac
Title: EVP, CFO & Treasurer

Acknowledged:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Kurt Swanson
Title: SA UIC PRESIDENT

[Signature Page to PRM Trademark Security Agreement]

TRADEMARK
REEL: 005148 FRAME: 0749

Schedule 1

Trademarks

<u>Trademark/Trademark License</u>	<u>Owner</u>	<u>Registration/Application No.</u>	<u>Renewal/Application Date</u>
PURE HIGH NET WORTH INSURANCE	Pure Risk Management, LLC	Reg. 3,513,189	Section 8 & 15 to be filed between 9/04/2013 – 9/04/2014
PURE NOW, THERE'S A BRIGHT IDEA (stylized)	Pure Risk Management, LLC	Reg. 3,626,724	Section 8 & 15 to be filed between 5/26/2014 – 5/26/2015
THE PURE PROMISE	Pure Risk Management, LLC	Reg. 4,023,848	Section 8 & 15 to be filed between 9/06/2016 – 9/06/2017
PURE	Pure Risk Management, LLC	Serial no. 85/754,810	Application filed 10/16/2012
THE POWER OF MUTUALITY	Pure Risk Management, LLC	Serial no. 85/794,528	Application filed 12/04/2012
PURE MEMBER ADVOCATE	Pure Risk Management, LLC	Serial no. 85/794,522	Application filed 12/04/2012
LIGHT BULB DESIGN (stylized)	Pure Risk Management, LLC	Serial no. 85/755,395	Application filed 10/16/2012
PURE FLOOD EXTENSION	Pure Risk Management, LLC	Serial no. 85/855,809	Application filed 02/21/2013
PURE FLOOD ADVANTAGE	Pure Risk Management, LLC	Serial no. 85/855,810	Application filed 02/21/2013
PURE FLOOD SOLUTIONS	Pure Risk Management, LLC	Serial no. 85/855,812	Application filed 02/21/2013