

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           |
|--|----------|----------------|-----------------------|
| Patriot National Insurance Group, Inc. |          | 11/27/2013     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                   |   |
|-------------------|---|
| Name:             | U.S. Bank National Association, as Collateral Agent |
| Street Address:   | 225 Asylum Street                                   |
| Internal Address: | 23rd Floor EX-CT-SS                                 |
| City:             | Hartford  |
| State/Country:    | CONNECTICUT   |
| Postal Code:      | 06103   |
| Entity Type:      | National Association: UNITED STATES                 |

**PROPERTY NUMBERS Total: 21**

| Property Type        | Number  | Word Mark                               |
|----------------------|---------|---|
| Registration Number: | 3929872 |   |
| Registration Number: | 4285634 |   |
| Registration Number: | 4332954 | FORZALIEN                               |
| Registration Number: | 4332953 | FORZA LIEN                              |
| Registration Number: | 3549072 | GUARANTEE GIC INSURANCE COMPANY WE FIND |
| Registration Number: | 3522848 | GUARANTEE INSURANCE COMPANY             |
| Registration Number: | 4337150 | GUARANTEE INSURANCE COMPANY             |
| Registration Number: | 3695455 | GUARANTEE INSURANCE GROUP               |
| Registration Number: | 4330926 | GUARANTEE INSURANCE COMPANY             |
| Registration Number: | 4049879 | PATRIOT NATIONAL INSURANCE GROUP        |
| Registration Number: | 4259194 | PATRIOT NATIONAL INSURANCE GROUP        |
| Registration Number: | 3712884 | PATRIOT RISK MANAGEMENT INC             |
| Registration Number: | 3790599 | PATRIOT RISK SERVICES                   |

CH \$540.00 3929872

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 4352741  | PATRIOT RISK SERVICES, INC.            |
| Registration Number: | 3861664  | PATRIOT RISK SERVICES                  |
| Registration Number: | 3826172  | PATRIOT UNDERWRITERS, INC.             |
| Registration Number: | 3769095  | PATRIOT UNDERWRITERS, INC.             |
| Serial Number:       | 85864136 | ALLIED STANDARD ASSET MANAGEMENT, LLC  |
| Serial Number:       | 85965388 | CARRIER AND TECHNOLOGY SOLUTIONS, INC. |
| Serial Number:       | 85856316 | FORZA LIEN                             |
| Serial Number:       | 85671713 | MY HEALTH IS EVERYTHING                |

**CORRESPONDENCE DATA**

Fax Number: 2127514864  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-906-1200  
Email: angela.amaru@lw.com  
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru  
Address Line 1: 885 Third Avenue  
Address Line 2: Suite 1000  
Address Line 4: New York, NEW YORK 10022

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 049111-0020         |
| NAME OF SUBMITTER:      | Angela M. Amaru     |
| Signature:              | /s/ Angela M. Amaru |
| Date:                   | 12/05/2013          |

**Total Attachments: 7**  
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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 27, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Patriot National Insurance Group, Inc. (the “**Grantor**”) in favor of U.S. Bank National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to a Guaranty and Security Agreement dated as of November 27, 2013 (the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

#### **SECTION 2.1 Grant of Security.**

The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence: (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

## **SECTION 2.2            Certain Limited Exclusions.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

## **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

## **SECTION 4. Governing Law**

This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be construed in accordance with and be governed by the law of the State of New York.

## **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Patriot National Insurance Group, Inc.**

By: 

Name: Steven M. Mariano

Title: Chief Executive Officer

Date: November 27, 2013

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005167 FRAME: 0769**

Accepted and Agreed:

**U.S. Bank National Association,**  
as Collateral Agent

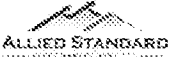




By:   
Name: \_\_\_\_\_  
Title: Philip G. Kase, Jr.  
Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005167 FRAME: 0770**





SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Mark   | Application Number<br>Application Date | Registration Number<br>Registration Date | Owner                                     |
|--|--|--|---|
| ALLIED STANDARD ASSET<br>MANAGEMENT, LLC<br><br>  | 85864136<br>3/1/2013                   | ---                                      | Patriot National<br>Insurance Group, Inc. |
| CARRIER AND TECHNOLOGY<br>SOLUTIONS, INC.<br><br> | 85965388<br>6/20/2013                  | ---                                      | Patriot National<br>Insurance Group, Inc. |
| FORZA LIEN   | 85856316<br>2/21/2013                  | ---                                      | Patriot National<br>Insurance Group, Inc. |
| MY HEALTH IS EVERYTHING  | 85671713<br>7/9/2012                   | ---                                      | Patriot National<br>Insurance Group, Inc. |
| Design Only<br><br>                             | 77906345<br>1/6/2010                   | 3929872<br>3/8/2011                      | Patriot National<br>Insurance Group, Inc. |
| Design Only<br><br>                             | 85644642<br>6/6/2012                   | 4285634<br>2/5/2013                      | Patriot National<br>Insurance Group, Inc. |
| FORZALIEN<br><br>                               | 85671599<br>7/9/2012                   | 4332954<br>5/7/2013                      | Patriot National<br>Insurance Group, Inc. |

|   |                        |                       |   |
|---|------------------------|-----------------------|---|
| FORZALIEN   | 85671581<br>7/9/2012   | 4332953<br>5/7/2013   | Patriot National<br>Insurance Group, Inc. |
| <p>GUARANTEE GIC INSURANCE<br/>COMPANY WE FINDSOLUTIONS.</p>  <p><small>With Fitted Substitution</small></p> | 77317649<br>10/31/2007 | 3549072<br>12/23/2008 | Patriot National<br>Insurance Group, Inc. |
| GUARANTEE INSURANCE<br>COMPANY  | 77317668<br>10/31/2007 | 3522848<br>10/21/2008 | Patriot National<br>Insurance Group, Inc. |
| GUARANTEE INSURANCE<br>COMPANY  | 85548475<br>2/21/2012  | 4337150<br>5/21/2013  | Patriot National<br>Insurance Group, Inc. |
| <p>GUARANTEE INSURANCE GROUP</p>   | 77698072<br>3/24/2009  | 3695455<br>10/13/2009 | Patriot National<br>Insurance Group, Inc. |
| <p>GUARANTEE INSURANCE<br/>COMPANY</p>   | 85675555<br>7/12/2012  | 4330926<br>5/7/2013   | Patriot National<br>Insurance Group, Inc. |
| PATRIOT NATIONAL INSURANCE<br>GROUP   | 77906342<br>1/6/2010   | 4049879<br>11/1/2011  | Patriot National<br>Insurance Group, Inc. |
| PATRIOT NATIONAL INSURANCE<br>GROUP   | 85548417<br>2/21/2012  | 4259194<br>12/11/2012 | Patriot National<br>Insurance Group, Inc. |



|   |                                |                               |   |
|---|--------------------------------|-------------------------------|---|
| <p>PATRIOT RISK MANAGEMENT INC.</p>  | <p>77496795<br/>6/11/2008</p>  | <p>3712884<br/>11/17/2009</p> | <p>Patriot National<br/>Insurance Group, Inc.</p> |
| <p>PATRIOT RISK SERVICES</p>  | <p>77317733<br/>10/31/2007</p> | <p>3790599<br/>5/18/2010</p>  | <p>Patriot National<br/>Insurance Group, Inc.</p> |
| <p>PATRIOT RISK SERVICES, INC.</p>   | <p>85644438<br/>6/6/2012</p>   | <p>4352741<br/>6/18/2013</p>  | <p>Patriot National<br/>Insurance Group, Inc.</p> |
| <p>PATRIOT RISK SERVICES</p>         | <p>77729449<br/>5/5/2009</p>   | <p>3861664<br/>10/12/2010</p> | <p>Patriot National<br/>Insurance Group, Inc.</p> |
| <p>PATRIOT UNDERWRITERS, INC.</p>   | <p>77729437<br/>5/5/2009</p>   | <p>3826172<br/>7/27/2010</p>  | <p>Patriot National<br/>Insurance Group, Inc.</p> |
| <p>PATRIOT UNDERWRITERS, INC.</p>   | <p>77706229<br/>4/3/2009</p>   | <p>3769095<br/>3/30/2010</p>  | <p>Patriot National<br/>Insurance Group, Inc.</p> |