

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM299652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Confie Insurance Group Holdings, Inc.		03/10/2014	CORPORATION: DELAWARE
CIGH Property Holdings, Inc.		03/10/2014	CORPORATION: TEXAS
CIGH Services, Inc.		03/10/2014	CORPORATION: TEXAS
A-Affordable Insurance Agency, Inc.		03/10/2014	CORPORATION: TEXAS
Insureone Independent Insurance Agency, LLC		03/10/2014	LIMITED LIABILITY COMPANY: TEXAS
Driver's Choice Insurance Services, LLC		03/10/2014	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
LIFCO, L.L.C.		03/10/2014	LIMITED LIABILITY COMPANY: LOUISIANA
Affirmative Premium Finance Holdings, Inc.		03/10/2014	CORPORATION: DELAWARE
Affirmative Premium Finance, Inc.		03/10/2014	CORPORATION: DELAWARE
Multi-State Insurance Services, Inc.		03/10/2014	CORPORATION: CALIFORNIA
James S. Sullivan Agency, Inc.		03/10/2014	CORPORATION: NEW YORK
All Star General Insurance Agency, LLC		03/10/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Multi-State General Agency, Inc.		03/10/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2363909	YELLOW KEY TRADEMARK	

CH \$365.00 2363909

Property Type	Number	Word Mark
Registration Number:	2320884	YELLOW KEY
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:	3984736	DEALERONE
Registration Number:	3075204	DRIVER'S CHOICE INSURANCE SERVICES
Serial Number:	76902656	
Registration Number:	2108242	A-AFFORDABLE INSURANCE
Serial Number:	75046660	A-AFFORDABLE INSURANCE

CORRESPONDENCE DATA

Fax Number: 2123037064

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

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78436.00068 (FIRST LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/31/2014

Total Attachments: 14

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SHORT FORM
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated March 10, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“Royal Bank”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, CONFIE SEGUROS HOLDING CO., a Delaware Corporation (“Holdings”), CONFIE SEGURO HOLDING II CO., a Delaware corporation (the “Borrower”), each Lender from time to time party thereto, Royal Bank, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the First Lien Credit Agreement dated as of November 9, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, certain subsidiaries of Holdings entered into the First Lien Intellectual Property Security Agreement dated November 9, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, in connection with Amendment No. 1 to the First Lien Credit Agreement, dated as of September 30, 2013 (the “Amendment”), by and among Holdings, the Borrower, the Administrative Agent, and each lender party thereto, the Grantors have become additional Grantors under the Intellectual Property Security Agreement as of the date hereof and are executing this IP Security Agreement in accordance with the requirements of the Intellectual Property Security Agreement.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the relevant Intellectual Property Registers and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as

applicable), all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule B hereto; and

(c) the registrations in the United States of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the relevant Intellectual Property Register (as defined in the First Lien Intellectual Property Security Agreement). Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, or equivalent office or officer in each of the appropriate Intellectual Property Registers, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

CONFIE INSURANCE GROUP HOLDINGS,
INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: Delaware
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

CIGH PROPERTY HOLDINGS, INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: Texas
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

CIGH SERVICES, INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: Texas
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

[Signature Page to First Lien Short Form IP Security Agreement]

A-AFFORDABLE INSURANCE AGENCY,
INC.

By: 

Name: Robert Trebing

Title: Chief Financial Officer

Jurisdiction of Formation: Texas
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

INSUREONE INDEPENDENT INSURANCE
AGENCY, LLC

By: 

Name: Robert Trebing

Title: Chief Financial Officer

Jurisdiction of Formation: Texas
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

DRIVER'S CHOICE INSURANCE
SERVICES, LLC

By: 

Name: Robert Trebing

Title: Chief Financial Officer

Jurisdiction of Formation: South Carolina
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

[Signature Page to First Lien Short Form IP Security Agreement]

TRADEMARK
REEL: 005247 FRAME: 0007

LIFCO, L.L.C.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: Louisiana
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

AFFIRMATIVE PREMIUM FINANCE
HOLDINGS, INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: Delaware
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

AFFIRMATIVE PREMIUM FINANCE, INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: Delaware
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

[Signature Page to First Lien Short Form IP Security Agreement]

MULTI-STATE INSURANCE SERVICES,
INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: California
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

MULTI-STATE GENERAL AGENCY, INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: California
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

JAMES S. SULLIVAN AGENCY, INC.

By: 

Name: Robert Trebing
Title: Chief Financial Officer

Jurisdiction of Formation: New York
Address of Chief Executive Office:
7711 Center Avenue, Suite 200
Huntington Beach, CA 92647-9124

[Signature Page to First Lien Short Form IP Security Agreement]

TRADEMARK
REEL: 005247 FRAME: 0009

ALL STAR GENERAL INSURANCE
AGENCY, LLC

By: 

Name: Robert Trebing

Title: Chief Financial Officer

Jurisdiction of Formation: California

Address of Chief Executive Office:

7711 Center Avenue, Suite 200

Huntington Beach, CA 92647-9124

[Signature Page to First Lien Short Form IP Security Agreement]

TRADEMARK
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ROYAL BANK OF CANADA,
as Collateral Agent

By: 

Name:

Ann Hurley

Title:

Manager, Agency

SCHEDULE A


Patents and Patent Applications

None.

SCHEDULE B

Trademarks and Trademark Applications

<u>Mark</u>	<u>Serial / Appl. No.</u>	<u>Reg. No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Application Date</u>	<u>Intl Class</u>	<u>Goods / Services</u>	<u>Applicant and/or Owner</u>
YELLOW KEY and Design 	75-580290	2,363,909	U.S.	July 4, 2000	October 30, 1998	036	insurance agency services in the field of automobiles, and financial services, namely consumer loan services.	InsureOne Independent Insurance Agency, LLC, Dba Yellow Key Insurance Agency, Inc.
YELLOW KEY	75-580165	2,320,884	U.S.	February 22, 2000	October 30, 1998	036	Automobile insurance services, namely, insurance brokerage in the field of automobiles; financial services, namely, consumer loan services.	InsureOne Independent Insurance Agency, LLC, Dba Yellow Key Insurance Agency, Inc.
THE INSURANCE SUPERSTORE	75-266853	2,382,054	U.S.	September 5, 2000	March 31, 1997	036	insurance brokerage services; servicing of insurance policies.	InsureOne Independent Insurance Agency, LLC
SEGUROS UNO	75-184143	2,231,104	U.S.	March 9, 1999	October 21, 1996	036	insurance brokerage services in the fields of property, casualty, life and health insurance.	InsureOne Independent Insurance Agency, LLC
INSUREONE.COM	75-288357	2,217,852	U.S.	January 12, 1999	(May 8, 1997	036	insurance brokerage services, in the fields of property, casualty, life and health insurance.	InsureOne Independent Insurance Agency, LLC

<u>Mark</u>	<u>Serial / Appl. No.</u>	<u>Reg. No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Application Date</u>	<u>Intl Class</u>	<u>Goods / Services</u>	<u>Applicant and/or Owner</u>
INSUREONE THE INSURANCE SUPERSTORE and Design	76-600939	3,164,378	U.S.	October 31, 2006	July 6, 2004	036	insurance underwriting and brokerage services, in the fields of property, casualty, and personal automobile insurance.	InsureOne Independent Insurance Agency, LLC
	75-800613	2,372,895	U.S.	August 1, 2000	September 16, 1999	036	insurance brokerage services, in the fields of property, casualty, life and health insurance.	InsureOne Independent Insurance Agency, LLC
INSURE ONE	74-101998	2,104,486	U.S.	October 14, 1997	October 1, 1990	036	insurance brokerage services.	InsureOne Independent Insurance Agency, LLC
INSURE ONE and Design 	74-101980	2,104,485	U.S.	October 14, 1997	October 1, 1990	036	insurance brokerage services.	InsureOne Independent Insurance Agency, LLC
DEALERONE	85-154832	3,984,736	U.S.	June 28, 2011	October 18, 2010	036	insurance underwriting and brokerage services, including online insurance underwriting and brokerage services, in the fields of property, casualty and personal automobile.	InsureOne Independent Insurance Agency, LLC

<u>Mark</u>	<u>Serial / Appl. No.</u>	<u>Reg. No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Application Date</u>	<u>Intl Class</u>	<u>Goods / Services</u>	<u>Applicant and/or Owner</u>
INSUREONE INDEPENDENT INSURANCE AGENCY, LLC DBA USAGENCIES	78703572	No Registration Number	Louisiana State Registration	November 26, 2008	N/A	N/A	N/A	InsureOne Independent Insurance Agency, LLC
DRIVER'S CHOICE INSURANCE SERVICES and Design 	76-600938	3,075,204	U.S.	April 4, 2006	July 6, 2004	036	insurance underwriting and brokerage services, in the field of property, casualty, and personal automobile insurance.	Driver's Choice Insurance Services, LLC
LIFCO, INC.	27600262	No Registration Number	Louisiana State Registration	September 19, 1995	N/A	N/A	N/A	LIFCO, INC. ¹
	76902656	No Registration Number	Louisiana State Registration	August 19, 2005	N/A	N/A	N/A	LIFCO, L.L.C.
A-AFFORDABLE INSURANCE	75-046660	2,092,614	U.S.	September 2, 1997	January 22, 1996	036	insurance agency services in the field of automobile insurance.	A-Affordable Insurance Agency, Inc.
A-AFFORDABLE INSURANCE and Design 	75-046659	2,108,242	U.S.	October 28, 1997	January 22, 1996	036	insurance agency services in the field of automobile insurance.	A-Affordable Insurance Agency, Inc.

¹ Note: This is a predecessor entity to LIFCO, LLC which was converted in 1997.

SCHEDULE C

United States Copyright Registrations

None.