

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AssuredPartners Capital, Inc.		04/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	Mail Code NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3028413	GBA GROUP BENEFITS AGENCY, INC.	
Registration Number:	2389743	DAWSON COMPANIES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
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:	024700-0180		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	04/08/2014		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 2, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Bank of America, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of April 2, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are 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 Grantors hereby agree with the Administrative 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A;

(ii) together with all (a) goodwill connected with the use of and symbolized thereby, (b) extensions and renewals thereof and amendments thereto, (c) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (d) rights corresponding thereto throughout the world and (e) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

(iii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, 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.

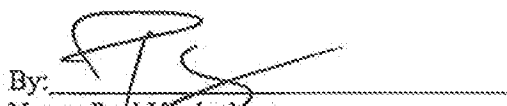
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSURED PARTNERS CAPITAL, INC.

By: 
Name: Paul Vredenburg
Title: Senior Vice President


ASSURED NEACE LUKENS INSURANCE AGENCY, INC.

By: 
Name: Paul Vredenburg
Title: Senior Vice President


HERBERT L. JAMISON & CO., L.L.C.

By: 
Name: Paul Vredenburg
Title: Senior Vice President

AIRSURE LIMITED, LLC

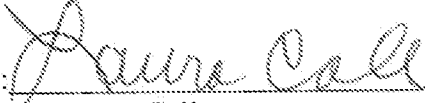
By: 
Name: Paul Vredenburg
Title: Senior Vice President

PRO ACCESS L.L.C.

By: 
Name: Paul Vredenburg
Title: Senior Vice President

Signature Page to Second Lien Trademark Security Agreement

BANK OF AMERICA, N.A., as Administrative
Agent

By:  _____

Name: Laura Call

Title: Assistant Vice President



Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005255 FRAME: 0595

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
GBA GROUP BENEFITS AGENCY, INC. 	78501812 10/19/2004	3028413 12/13/2005	REGISTERED	AssuredPartners Capital, Inc.
DAWSON COMPANIES 	75787738 8/30/1999	2389743 9/26/2000	REGISTERED RENEWED	AssuredPartners Capital, Inc.
BENESOLV 	77305817 10/17/2007	3466394 7/15/2008	REGISTERED	Assured Neace Lukens Insurance Agency, Inc.
JAMISON	77922570 1/28/2010	3939654 4/5/2011	REGISTERED	Herbert L. Jamison & Co., L.L.C.
POLICY MANAGERS	77864471 11/4/2009	3918589 2/15/2011	REGISTERED	Herbert L. Jamison & Co., L.L.C.
J 	77864473 11/4/2009	3888780 12/14/2010	REGISTERED	Herbert L. Jamison & Co., L.L.C.
POLICY MANAGERS	77980245 11/4/2009	3918890 2/15/2011	REGISTERED	Herbert L. Jamison & Co., L.L.C.
POLICY MANAGERS	78227611 3/19/2003	2875813 8/17/2004	REGISTERED	Herbert L. Jamison & Co., L.L.C.
SOLUTIONS - NOT JUST INSURANCE	76259840 5/18/2001	2552520 3/26/2002	REGISTERED	Herbert L. Jamison & Co., L.L.C.

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
PTC.I 	76258616 5/18/2001	3012446 11/8/2005	REGISTERED	Herbert L. Jamison & Co., L.L.C.
PROACCESS INSURANCE WHOLESALEERS 	76502646 4/1/2003	2866229 7/27/2004	REGISTERED	ProAccess, L.L.C.
AIRSURE LIMITED	73607209 6/30/1986	1429528 2/17/1987	REGISTERED RENEWED	AirSure Limited, LLC