

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James C. Jenkins Insurance Service, Inc.		08/01/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Georgia Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4568196	BENEFITS2GO	
Registration Number:	4510026	AUTODEALERPRO	
Registration Number:	4510013	AUTODEALERPRO	
Registration Number:	3723528	PROFITNESS INSURANCE	
Registration Number:	3737921	PROFITNESS	
Registration Number:	3717536	JENKINS RESOURCE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.015996		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		

CH \$165.00 4568196

DATE SIGNED:	08/05/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, James C. Jenkins Insurance Service, Inc., a California Corporation (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, Edgewood Partners Holdings LLC, a Delaware limited liability company, Edgewood Partners Insurance Center, a California corporation ("EPIC"), EPIC Holdings Inc., a Delaware corporation ("Intermediate Parent" and, together with EPIC, the "Borrowers"), SunTrust Bank, 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 December 31, 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 December 31, 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;

(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, and all rights and benefits of Grantor under any 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, including without limitation the agreements identified on Schedule 1 hereto.

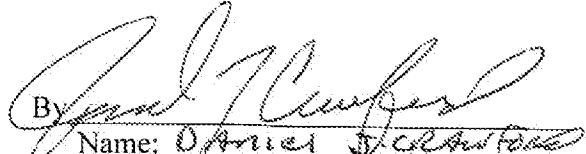
“Trademarks” means all of the following: (a) all domestic and foreign trademarks, service marks, trade names, business names, logos, designs, slogans, trade dress and other indicia of service or sponsorship of goods or services, all registrations and applications for registration therefor, including those described in Schedule 3.1(c), (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 Patent Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the first day of August, 2014.

**JAMES C. JENKINS INSURANCE
SERVICE, INC.**

By: 
Name: Daniel J. Johnston
Title: Secretary

Acknowledged:

SunTrust Bank, as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005337 FRAME: 0155**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the first day of August, 2014.

**JAMES C. JENKINS INSURANCE
SERVICE, INC.**

By _____
Name:
Title:

Acknowledged:

SunTrust Bank, as Administrative Agent

By: *Paula Mueller*
Name: *Paula Mueller*
Title: *Director*

Schedule 1

Trademarks

Trademark/Trademark License	Owner	Registration/Application No.	Registration/Application Date
BENEFITS2GO	James C. Jenkins Insurance Service, Inc.	4568196	07/15/2014
AUTODEALERPRO	James C. Jenkins Insurance Service, Inc.	4510026/86025510	04/08/2014
AUTODEALERPRO	James C. Jenkins Insurance Service, Inc.	4510013/86025308	04/08/2014
PROFITNESS INSURANCE	James C. Jenkins Insurance Service, Inc.	3723528/77598482	12/08/2009
PROFITNESS	James C. Jenkins Insurance Service, Inc.	3737921/ 77598475	01/12/2010
JENKINS RESOURCE NETWORK	James C. Jenkins Insurance Service, Inc.	3717536/ 77585581	12/01/2009