

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WNC Insurance Services, Inc.		06/27/2014	CORPORATION: CALIFORNIA
AMPAC Insurance Marketing, Inc.		06/27/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3701062	CERTUS I	
Registration Number:	2556196	IAMINSURED	
Registration Number:	3113609	ICLIENT	
Registration Number:	2629818	ICLIENT	
Registration Number:	2571645	INSTRACK	
Registration Number:	3555539	IREPORT	
Registration Number:	3555538	IREQUEST	
Registration Number:	2828009		
Registration Number:	2819991		
Registration Number:	2817499	STRENGTH. SERVICE. SPECIALTY.	
Registration Number:	2656627	WNC FIRST	
Registration Number:	2869403	WNC FIRST	
Registration Number:	3653955	TERM LIFE LINK	
Registration Number:	4256522	GAPEXPRESS	
Registration Number:	4198169	REPORT.NET	
CORRESPONDENCE DATA			
Fax Number:	3026365454		

CH \$390.00 3701062

TRADEMARK

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.

Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	257490-10
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/14/2014

Total Attachments: 9

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This TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2014 ("Trademark Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), is in favor of ING CAPITAL LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the Lenders (in such capacity, and together with its successors and assigns in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of June 27, 2014 (the "Guarantee and Collateral Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, collectively, all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, including, without limitation, each registration and application identified on Schedule 1 hereto, together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present and future infringements, dilutions, misappropriations, or other violations thereof, (vi) rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof and (vii) rights corresponding thereto throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the following property now owned or at any time hereafter acquired and wherever located of such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, including, without limitation, each registration and application identified on Schedule 1 attached hereto, together with any and all (i) registrations and applications for any of the foregoing, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present and future infringements, dilutions, misappropriations, or other violations thereof, (vi) rights to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations thereof and (vii) rights corresponding thereto throughout the world ("Trademarks") of such Grantor; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Agreement shall not constitute a grant of a security interest in, and "Collateral" shall not include, any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder, (D) is in any United States Trademark applications filed on the basis of a Grantor's intent-to-use such mark, in each case, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the PTO, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, provided, that to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to the PTO, such Trademark application shall automatically be included in the Collateral, without further action on any party's part or (E) is in (1) Capital Stock which is specifically excluded from the definition of Pledged Stock, Pledged Alternative Equity Interests, Pledged LLC Interests or Pledged Partnership Interests by virtue of the proviso to the respective definition thereof or (2) any outstanding Capital Stock of an Excluded Foreign Subsidiary in excess of 65% of the voting power of all classes of Capital Stock of such Excluded Foreign Subsidiary entitled to vote, provided, that immediately upon the amendment of the Code to allow the pledge of a greater percentage of the voting power of Capital Stock of an Excluded Foreign Subsidiary without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of Capital Stock of each Excluded Foreign Subsidiary; (ii) the security interest granted hereby (X) shall attach at all times to all Proceeds of such property and assets described in clause (i) only to the extent that such Proceeds would not constitute property or assets of the type described in clause (i), (Y) with respect to clause (i), such security interest shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described

in clause (i) ceases to exist and (Z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i) and (iii) if any condition described in clause (i) is reasonably capable of remedy, the relevant Grantor shall use commercially reasonable efforts to cause such condition to be remedied.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. (a) At such time as the Loans, the Reimbursement Obligations under the Credit Agreement and all other Obligations (other than Unasserted Contingent Obligations and obligations under or in respect of Hedge Agreements) have been paid in full (including, with respect to any Letters of Credit, either the deposit of cash collateral in an amount equal to 105% of the outstanding L/C Obligations or the delivery of a "backstop" Letter of Credit reasonably satisfactory to the Issuing Lender in its sole discretion) and all Commitments under the Loan Documents have terminated, the Collateral shall be released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Collateral held by the Collateral Agent hereunder and execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to the Collateral Agent) as such Grantor may reasonably request to evidence such termination.

(b) If any of the Collateral is sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Lien created pursuant to this Trademark Security Agreement in such Collateral shall be released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable and in form reasonably satisfactory to the Collateral Agent for the release of such Collateral (not including Proceeds thereof) from the security interests created hereby. At the request and sole expense of the Borrower, the applicable Grantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Collateral Agent, at least ten (10) Business Days prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection

therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in “.pdf” or similar format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

WNC INSURANCE SERVICES, INC.
AMPAC INSURANCE MARKETING, INC.

By: Patrick Blandford
Name: PATRICK BLANDFORD
Title: MANAGING DIRECTOR and
Secretary

[Signature Page to Trademark Security Agreement - WNC]

TRADEMARK
REEL: 005344 FRAME: 0117

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

WNC INSURANCE SERVICES, INC.
AMPAC INSURANCE MARKETING, INC.

By: Patrick Blandford
Name: PATRICK BLANDFORD
Title: MANAGING DIRECTOR


Accepted and Agreed:

ING CAPITAL LLC as Assignee

By:


Name: JONATHAN BANKS
Title: MANAGING DIRECTOR

By:


Name: MARY FORSTNER
Title: DIRECTOR

[Signature Page to Trademark Security Agreement - WNC]

Trademark Registrations and Applications

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
WNC Insurance Services, Inc.	3,701,062	27-Oct-2009	CERTUS I
WNC Insurance Services, Inc.	2,556,196	02-Apr-2002	IAMINSURED
WNC Insurance Services, Inc.	3,113,609	11-Jul-2006	ICLIENT
WNC Insurance Services, Inc.	2,629,818	08-Oct-2002	ICLIENT and Design 
WNC Insurance Services, Inc.	2,571,645	21-May-2002	INSTRACK
WNC Insurance Services, Inc.	3,555,539	30-Dec-2008	IREPORT
WNC Insurance Services, Inc.	3,555,538	30-Dec-2008	IREQUEST
WNC Insurance Services, Inc.	2,828,009	30-Mar-2004	MISCELLANEOUS DESIGN 
WNC Insurance Services, Inc.	2,819,991	02-Mar-2004	MISCELLANEOUS DESIGN 
WNC Insurance Services, Inc.	2,817,499	24-Feb-2004	STRENGTH. SERVICE SPECIALTY.
WNC Insurance Services, Inc.	2,656,627	03-Dec-2002	WNC FIRST
WNC Insurance Services, Inc.	2,869,403	03-Aug-2004	WNC FIRST
AMPAC Insurance Marketing, Inc.	3,653,955	14-Jul-2009	TERM LIFE LINK (& Design)
WNC Insurance Services, Inc.	4,256,522	11-Dec-2012	GAPEXPRESS (& Design) GAPEXPRESS

WNC Insurance Services, Inc.

4,198,169

28-Aug-2012

REPORT.NET (& Design)

REPORT.NET

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