

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinsale Capital Group, Inc.		09/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3928377	KINSALE	
CORRESPONDENCE DATA			
Fax Number:	8046982007		
<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:	804-775-1071		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Robin C. Vance, McGuireWoods LLP		
Address Line 1:	901 East Cary Street		
Address Line 2:	One James Center		
Address Line 4:	Richmond, VIRGINIA 23219-4030		
ATTORNEY DOCKET NUMBER:	2053795-0008		
NAME OF SUBMITTER:	Robin C. Vance		
SIGNATURE:	/Robin C. Vance/		
DATE SIGNED:	09/09/2014		
Total Attachments: 6			
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TRADEMARK

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2014, (as the same may be amended, restated, supplemented or modified from time to time, this "Agreement") is made by and between Kinsale Capital Group, Inc., a Delaware corporation formerly incorporated in the Islands of Bermuda under the name Kinsale Capital Group, Ltd. (as successor by merger to Kinsale Capital Group, Inc., a Delaware corporation ("KCGI")) (the "Grantor"), and The PrivateBank and Trust Company ("Lender").

WITNESSETH:

WHEREAS, Grantor owns the Trademark listed on Schedule 1 attached hereto; and

WHEREAS, pursuant to that certain Loan and Security Agreement dated June 21, 2013 (as amended by the First Amendment to Loan and Security Agreement, dated as of March 10, 2014, and the Consent and Second Amendment to Loan and Security Agreement, dated as of September 2, 2014, as the same may be further amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Loan Agreement"; capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement), by and among Grantor, Kinsale Management, Inc., Aspera Insurance Services, Inc., the other Loan Parties from time to time party thereto and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Borrower's Obligations;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of July 9, 2013, KCGI granted to Lender a security interest in the Trademark listed on Schedule 1 attached hereto and certain related property;

WHEREAS, pursuant to the Consent and Second Amendment to Loan and Security Agreement, dated as of September 2, 2014 ("Second Amendment"), by and among KCGI, Kinsale Management, Inc., Aspera Insurance Services, Inc., Kinsale Capital Group, Ltd., and Lender, Lender consented to the merger of KCGI and Kinsale Capital Group, Ltd. and the amendments to the Loan Documents required as a result thereof; and

WHEREAS, in connection with the Second Amendment, Grantor has agreed to execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now or hereafter existing and whether now owned or hereafter acquired:

(a) the Trademark listed on Schedule 1 attached hereto and made a part hereof, and (i) all licenses of the foregoing, whether as licensee or licensor, (ii) all renewals of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, claims and payments for past and future infringements thereof, (iii) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding to any of the foregoing throughout the world; and

(b) all proceeds of all of the foregoing;

Further, this security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement is made for collateral security purposes only. This Agreement shall create a security interest in the Trademark Collateral and shall terminate upon final payment in full of the Borrower's Obligations and termination of the Loan Agreement. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's security interest in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Loan Agreement.

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Signature Pages Follow*

Trademark Security Agreement Signature Page

IN WITNESS WHEREOF, the Grantor and Lender have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

KINSALE CAPITAL GROUP, INC.,
as Grantor

By: 
Name: Michael Kehoe
Title: President and Chief Executive Officer

THE PRIVATEBANK AND TRUST COMPANY,
as Lender

By: _____
Name: _____
Title: _____

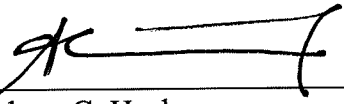
Trademark Security Agreement Signature Page

IN WITNESS WHEREOF, the Grantor and Lender have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

KINSALE CAPITAL GROUP, INC.,
as Grantor

By: _____
Name: _____
Title: _____

THE PRIVATEBANK AND TRUST COMPANY,
as Lender

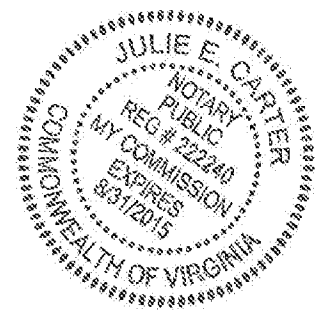
By:  _____
Name: Andrew C. Haak
Title: Managing Director

STATE OF Virginia :
COUNTY OF Henrico :

On this, the 8th day of September, 2014, before me, the undersigned notary public, personally appeared Michael P. Kehoe who acknowledged himself/herself to be President/CEO of Kinsale Capital Group, Inc., and the he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Julie E. Carter
Notary Public #222240
My Commission Expires: 8/31/15



**SCHEDULE 1
TO
AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT
DATED AS OF SEPTEMBER 2, 2014**

KINSALE CAPITAL GROUP, INC. TRADEMARKS AND SERVICE MARKS

REF.	MARK	REG NUMBER	REG DATE
1.	KINSALE	3928377	March 8, 2011