

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pronto Holdco LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Pronto General Agency, Ltd.		09/30/2014	LIMITED PARTNERSHIP: TEXAS
Pronto Franchise, L.L.C.		09/30/2014	LIMITED LIABILITY COMPANY: TEXAS
Pronto Insurance Agencies, LP		09/30/2014	LIMITED PARTNERSHIP: TEXAS
Insurance Internet Systems, LP		09/30/2014	LIMITED PARTNERSHIP: TEXAS
Pronto Insurance Agency of Laredo, Inc.		09/30/2014	CORPORATION: TEXAS
CKR Insurance Agency, LLC		09/30/2014	LIMITED LIABILITY COMPANY: TEXAS
Pronto General Agency Management, LLC		09/30/2014	LIMITED LIABILITY COMPANY: TEXAS
Vela Holdings I GP, LLC		09/30/2014	LIMITED LIABILITY COMPANY: TEXAS
Vela Holdings II GP, LLC		09/30/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	OneWest Bank N.A., as Administrative Agent for the Lenders		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-05-01		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3842366	PRONTO	
Registration Number:	3842367	PRONTO	
Registration Number:	3842368		
TRADEMARK			

CH \$140.00 3842366

Property Type	Number	Word Mark
Registration Number:	3861631	¡DEVOLADA!
Registration Number:	4155110	

CORRESPONDENCE DATA

Fax Number: 3107884471

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: 3107884442

Email: vickie.lee@kattenlaw.com

Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman

Address Line 1: 2029 Century Park East

Address Line 2: Suite 2600

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Vickie Lee
SIGNATURE:	/Vickie Lee/
DATE SIGNED:	09/30/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **September 30, 2014** (the “**Effective Date**”) among Pronto Holdco LLC, a Delaware limited liability company, Pronto General Agency, Ltd., a Texas limited partnership, Pronto Franchise, L.L.C., a Texas limited liability company, Pronto Insurance Agencies, LP, a Texas limited partnership, Insurance Internet Systems, LP, a Texas limited partnership, Pronto Insurance Agency of Laredo, Inc., a Texas corporation, CKR Insurance Agency, LLC, a Texas limited liability company, Pronto General Agency Management, LLC, a Texas limited liability company, Vela Holdings I GP, LLC, a Texas limited liability company and Vela Holdings II GP, LLC, a Texas limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), and OneWest Bank N.A., as administrative agent for the benefit of the Lenders (as defined below) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), between each of the Grantors and the Agent and that certain Credit Agreement, dated as of September 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between the Grantors, the several banks and other lenders from time to time party thereto (the “**Lenders**”), and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) (1) all copyrights (whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the “**Copyright Act**”)), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including copyrights for computer programs (including source code and program codes), object code data bases and related materials and documentation, and including the registered copyrights and copyright applications listed on **Schedule 1**, and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of the Grantors’ rights corresponding thereto throughout the world; and (2) copyrightable materials now or hereafter owned by any Grantor, all tangible property embodying the copyrights or copyrightable materials described herein (collectively, the “**Copyrights**”).

(b) (1) all letters patent, design patents, utility patents, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, other patents, patent applications and patent license agreements listed on **Schedule 1**, (2) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world and (5) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (collectively, the “**Patents**”).

(c) (1) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”).

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PRONTO HOLDCO LLC, a Delaware limited liability company

By: [Signature]
Name: José Barcena
Title: President

PRONTO GENERAL AGENCY, LTD., a Texas limited partnership

By: Pronto General Agency Management, LLC, its general partner

By: [Signature]
Name: Rafael Varela
Title: President

PRONTO FRANCHISE, L.L.C., a Texas limited liability company

By: [Signature]
Name: Rafael Varela
Title: Managing Partner

PRONTO INSURANCE AGENCIES, LP, a Texas limited partnership

By: Vela Holdings II GP, LLC, its general partner

By: [Signature]
Name: Juan Varela
Title: President

INSURANCE INTERNET SYSTEMS, LP, a Texas limited partnership

By: Vela Holdings I GP, LLC, its general partner

By: [Signature]
Name: Juan Varela
Title: President

PRONTO INSURANCE AGENCY OF LAREDO,
INC., a Texas corporation

By: Rafael Varela
Name: Rafael Varela
Title: President

CKR INSURANCE AGENCY, LLC, a Texas limited liability
company

By: Agren Rendon
Name: Agren Rendon
Title: President

PRONTO GENERAL AGENCY
MANAGEMENT, LLC, a Texas limited liability
company

By: Rafael Varela
Name: Rafael Varela
Title: President

VELA HOLDINGS I GP, LLC, a Texas limited
liability company

By: Juan O Vella
Name: Juan O Vella
Title: President

VELA HOLDINGS II GP, LLC, a Texas limited
liability company

By: Juan O Vella
Name: Juan Vella
Title: President

ONEWEST BANK N.A., as Agent

By: 

Name:



GARY KIRSHNER


Title:

SENIOR VICE PRESIDENT

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights
2. Patents
3. Trademarks

MARK	GOODS OR SERVICES	FILE DATE /APP. NO.	STATUS OR REG. DATE /REG. NO.
PRONTO	Tax consultation, preparation, and filing services. Providing property and casualty insurance services, namely, insurance underwriting, insurance agency, insurance administration and insurance brokerage services in life, automobile, homeowner and rental insurance and warranty programs; Arranging of loans, namely, providing income tax refund advance loans.	1/7/2009 77/644,821	8/31/2010 3,842,366
PRONTO and Design (STYLIZED DESIGN) 	Tax consultation, preparation, and filing services. Providing property and casualty insurance services, namely, insurance underwriting, insurance agency, insurance administration and insurance brokerage services in life, automobile, homeowner and rental insurance and warranty programs; Arranging of loans, namely, providing income tax refund advance loans.	1/7/2009 77/644,831	8/31/2010 3,842,367
(Captain Design) 	Prontissimo Tax consultation, preparation, and filing services. Arranging of loans; Financial consultancy and insurance consultancy; Installment loans; Insurance agency and brokerage; Insurance brokerage services; Providing temporary loans.	1/7/2009 77/644,836	8/31/2010 3,842,368

MARK	GOODS OR SERVICES	FILE DATE /APP. NO.	STATUS OR REG. DATE /REG. NO.
¡DEVOLADA!	<p>Tax consultation, preparation, and filing services.</p> <p>Providing property and casualty insurance services, namely, insurance underwriting in automobile, homeowners, commercial and automobile inbound and outbound Mexico insurance; insurance agency; insurance administration and insurance brokerage services in life, automobile, homeowner and rental insurance; and underwriting warranty programs in the field of automobile insurance.</p>	<p>3/26/2009</p> <p>77/700,129</p>	<p>10/12/2010</p> <p>3,861,631</p>
<p>(Captain Prontissimo)</p> 	<p>Income tax consultation; Income tax preparation; Tax consultation.</p> <p>Providing property and casualty insurance services, namely, insurance underwriting, insurance agency, insurance administration and insurance brokerage services in life, automobile, home owner and rental insurance and warranty programs; Arranging of loans, namely, providing income tax refund advance loans.</p>	<p>2/18/2011</p> <p>85/246,628</p>	<p>6/5/2012</p> <p>4,155,110</p>