ETAS ID: TM321941

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSURITY, INC.		10/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TPG SPECIALTY LENDING, INC., as Collateral Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Forth Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4296336	INSURITY

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery Address Line 1: Proskauer Rose LLP Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	74267/013
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/03/2014

Total Attachments: 3

source=11 - Grant of a Security Interest - Trademarks - Insurity#page1.tif source=11 - Grant of a Security Interest - Trademarks - Insurity#page2.tif source=11 - Grant of a Security Interest - Trademarks - Insurity#page3.tif

> **TRADEMARK** REEL: 005392 FRAME: 0419

900305976

GRANT OF A SECURITY INTEREST -- TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 31, 2014 is made by INSURITY, INC., a Delaware corporation (the "Grantor") in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 31, 2014 (as amended, restated, supplemented, refinanced, replaced, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 005392 FRAME: 0420

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date above first written.

INSURITY, INC.

Name: Jeffrey Title:

President, Chief Executive Officer and

Treasurer

[Signature Page to Grant of a Security Interest - Trademarks - Insurity, Inc.]

TRADEMARK REEL: 005392 FRAME: 0421

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	App. No.	Reg. No.
INSURITY	85468801	4296336

RECORDED: 11/03/2014

TRADEMARK REEL: 005392 FRAME: 0422