

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322534

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orchid Merger Sub, LLC		11/06/2014	LIMITED LIABILITY COMPANY: FLORIDA
Orchid Underwriters Agency, LLC		11/06/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Capital Corporation		
<b>Street Address:</b>	3700 Glenwood Ave., Suite 530		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4421140	ORCHID	
<b>Registration Number:</b>	4421142		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>			
<b>Phone:</b>	919-821-1220		
<b>Email:</b>	gcollins@smithlaw.com		
<b>Correspondent Name:</b>	Grace S. Collins		
<b>Address Line 1:</b>	150 Fayetteville Street, Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	11874.164		
<b>NAME OF SUBMITTER:</b>	Grace S. Collins		
<b>SIGNATURE:</b>	/s/ Grace S. Collins		
<b>DATE SIGNED:</b>	11/07/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 6th day of November, 2014, by Orchid Underwriters Agency, LLC, a Florida limited liability company (as successor in interest to Orchid Merger Sub, LLC, a Florida limited liability company) (“**Grantor**”), in favor of Triangle Capital Corporation, a Maryland corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined below) (herein, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Lenders identified therein are parties to a certain Credit Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and the Lenders; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (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 created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any divisionals, reexaminations, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark licenses subject to a security interest hereunder.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

6. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 12 of the Credit Agreement, mutatis mutandi.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ORCHID MERGER SUB, LLC, as Grantor

By: Alex E. Earls  
Name: Alex Earls  
Title: Vice President & Secretary

ORCHID UNDERWRITERS AGENCY, LLC, as Grantor  
solely from and after the effectiveness of the Merger

By: \_\_\_\_\_  
Name: Michael Ray  
Its: Chief Executive Officer

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ORCHID MERGER SUB, LLC, as Grantor

By: \_\_\_\_\_  
Name: Alex Earls  
Title: Vice President & Secretary

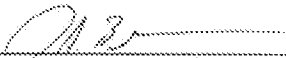
ORCHID UNDERWRITERS AGENCY, LLC, as Grantor  
solely from and after the effectiveness of the Merger

By: Michael Ray  
Name: Michael Ray  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Agreed and Accepted  
As of the Date First Written Above

TRIANGLE CAPITAL CORPORATION,  
as Agent


By:   
Name: John A. Bitsas  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005396 FRAME: 0597**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>
ORCHID  ORCHID	85855432	2/20/13	4421140	10/22/13	Registered	Orchid Underwriters Agency Inc.
DESIGN ONLY  	85855480	2/20/13	4421142	10/22/13	Registered	Orchid Underwriters Agency Inc.

**TRADEMARK APPLICATIONS**

None.