

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iTravellInsured, Inc.		11/03/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	150 4th Avenue North		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2930425	ITI	
Registration Number:	2930426	ITRAVELINSURED	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	112180/419308		
NAME OF SUBMITTER:	Laura Kees		
SIGNATURE:	/Laura Kees/		
DATE SIGNED:	11/14/2014		
Total Attachments: 4			
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TRADEMARK			

OP \$65.00 2930425

GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ITRAVELINSURED, INC., an Indiana corporation (the "Grantor"), with principal offices at 2960 North Meridian Street, Indianapolis, Indiana 46208-4715, on this 3rd day of November, 2014, hereby grants to REGIONS BANK, as Administrative Agent (the "Grantee") with principal offices at 150 4th Avenue North, Nashville TN 37219, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, trademark licenses and all renewals of any of the foregoing (individually and/or collectively, the "Marks"), including, but not limited to, those Marks set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Amended and Restated Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 3, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Security Agreement").


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant may be executed in counterparts.

Upon the payment in full in cash of the Secured Obligations (other than contingent indemnity obligations with respect to then unasserted claims), the Administrative Agent shall, at the Grantor's sole expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form reasonably satisfactory to the Grantor releasing the Administrative Agent's security interest in the Marks.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

TRAVELINSURED, INC. as Grantor

By: 
Name: R. Brian Barwick
Title: President

REGIONS BANK, as Administrative Agent, as
Grantee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

ITRAVELINSURED, INC. as Grantor


By: _____
Name: _____
Title: _____

REGIONS BANK, as Administrative Agent, as
Grantee

By: Leslie Pack
Name: Leslie Pack
Title: Vice President

Schedule A

TRADEMARKS

TRADEMARK	APP. NO. / REG. NO.	CLASS
ITI and Design 	2,930,425	36
ITRAVELINSURED iTravelInsured	2,930,426	36

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None