

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOTSOLUTIONS, INC.	FORMERLY LIFE OF THE SOUTH SERVICE COMPANY	12/04/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1525 WEST W.T. HARRIS BLVD.		
Internal Address:	MAC D1109-019/SYNDICATION AGENCY SERVICES		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2983279	LOTSOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	949-567-6700		
Email:	achen@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	1696-557		
NAME OF SUBMITTER:	Mark J. Shean		
SIGNATURE:	/mark shean/		
DATE SIGNED:	12/04/2014		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (the “Grantors”) in favor of Wells Fargo Bank, National Association, as administrative agent for the benefit of the Secured Creditors (as defined in the Amended and Restated Security Agreement referred to below) (in such capacity together with its successors and permitted assigns, the “Administrative Agent”).

WHEREAS, the Grantors are party to an Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Amended and Restated Security Agreement”) among the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Amended and Restated Security Agreement and the Amended and Restated Credit Agreement (as defined in the Amended and Restated Security Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantors, as security for the payment and performance in full of the Secured Obligations of the Grantors (including, if a Grantor is a Guarantor, the Secured Obligations of the Grantors arising under the Amended and Restated Subsidiary Guaranty), hereby pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Creditors, and hereby grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Creditors, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by any Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registrations applications

listed in Schedule A hereto, or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof,

- (ii) all reissues, extensions or renewals of the Trademark Collateral,
- (iii) all goodwill associated with or symbolized by the Trademark Collateral,
- (iv) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (v) all rights corresponding to the foregoing throughout the world, and
- (vi) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark but only during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Federal law.

SECTION 3. AMENDED AND RESTATED SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Creditors pursuant to the Amended and Restated Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall control.

SECTION 4. RECORDATION

The Grantors hereby authorize and request that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by telecopy or by email, in pdf format), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement and the Amended and Restated Security Agreement constitute the entire agreement among the parties hereto regarding the subject matters hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject matters. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by email, in pdf format, shall be effective as delivery of a manually executed counterpart of this Agreement.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FORTEGRA FINANCIAL CORPORATION, a Delaware corporation, as Grantor

By: 
Name: Christopher Romaine
Title: Secretary

LOTSOLUTIONS, INC., a Georgia corporation, as Grantor

By: 
Name: Christopher Romaine
Title: Secretary

PACIFIC BENEFITS GROUP NORTHWEST, L.L.C., an Oregon limited liability company, as Grantor

By: 
Name: Christopher Romaine
Title: Secretary

4WARRANTY CORPORATION, a Florida corporation, as Grantor

By: 
Name: Christopher Romaine
Title: Secretary

ACKNOWLEDGED AND AGREED:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 

Name: Charles N. Kauffman

Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registered Owner	Serial No. / Registration No.	Type of Mark
FF Fortegra	Fortegra Financial Corporation	76691395 3726955	Service Mark
Fortegra Financial	Fortegra Financial Corporation	76691413 3724088	Service Mark
Fortegra Endless Protection.	Fortegra Financial Corporation	86013183	Service Mark
Protection Points	Fortegra Financial Corporation	86013531	Service Mark
Protect My Life	Fortegra Financial Corporation	86015251	Service Mark
Protect My Stuff	Fortegra Financial Corporation	86015262	Service Mark
Protect My World	Fortegra Financial Corporation	86015278	Service Mark
Protect My Car	Fortegra Financial Corporation	86015328	Service Mark
Protect What Matters	Fortegra Financial Corporation	86015334	Service Mark
Protect Your American Dream	Fortegra Financial Corporation	86015344	Service Mark
Protect What You Love	Fortegra Financial Corporation	86015379	Service Mark
Protect Your Retirement	Fortegra Financial Corporation	86015400	Service Mark
Protecting You – That’s What We Do	Fortegra Financial Corporation	86015415	Service Mark
Shield Me Protecting You.	Pacific Benefits Group Northwest, L.L.C.	85765046	Service Mark
ShieldMe Protecting You.	Pacific Benefits Group Northwest, L.L.C.	85764775	Service Mark
ShieldMe	Pacific Benefits Group Northwest, L.L.C.	85765020	Service Mark
Life of the South	Fortegra Financial Corporation	73506423 1375035	Service Mark
Lotsolutions	Life of the South Service Company*	78428139 2983279	Service Mark
4Warranty Corporation	4Warranty Corporation	78472793 3125748	Service Mark
4Warranty.com	4Warranty Corporation	78916064	Service Mark
TVPROTECT PRODUCT PLANS	4Warranty Corporation	85023999 3866157	Service Mark

Trademark	Registered Owner	Serial No. / Registration No.	Type of Mark
TVPROTECT PRODUCT PROTECTION PLANS	4Warranty Corporation	85024006 3899682	Service Mark
POWER ADVANTAGE EXTENDED SERVICE PLANS	4Warranty Corporation	85178198 3996833	Service Mark
Repair6	4Warranty Corporation	85184006 3996945	Service Mark
SureSleep	4Warranty Corporation	85365147 4155685	Service Mark

* = US Trademark website still lists the owner as Life of the South Service Co., which was merged into LOTsolutions, Inc. The name change has not been reported to the USPTO.