TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM331054

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alliant Insurance Services, Inc.		02/02/2015	CORPORATION: DELAWARE
Deep South Surplus, Inc.		02/02/2015	CORPORATION: LOUISIANA
American Benefits Consulting LLC		02/02/2015	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Macquarie US Trading LLC, as collateral agent		
Street Address:	225 West Washington Street, 21st Floor		
Internal Address:	c/o Cortland Capital Market Services LLC, attn: Mike Fredian		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86343101	HIP
Registration Number:	3176497	DEEP SOUTH
Registration Number:	3176496	
Registration Number:	4144414	ADDED BENEFITS
Registration Number:	4534144	BEN-IQ
Registration Number:	4500371	S

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Elaine Carrera, Legal Assistant **Correspondent Name:**

80 Pine Street Address Line 1:

Address Line 2: c/o Cahill Gordon & Reindel LLP Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera

> TRADEMARK REEL: 005452 FRAME: 0967

900314703

SIGNATURE:	/Michael Barys TR/	
DATE SIGNED:	02/04/2015	
Total Attachments: 8		
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Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
1. Alliant Insurance Services, Inc.	Additional names, addresses, or citizenship attached?	
Deep South Surplus, Inc. American Benefits Consulting LLC	Name: Macquarie US Trading LLC, as collateral agent	
Individual(s) Association	c/o Cortland Capital Market Services LLC, Attn: N Street Address: 225 West Washington Street, 21st Floor	Mike Fredia
Partnership Limited Partnership	City: Chicago	
Corporation- State:	State: Illinois	
Other 1. CorpDE; 2. Corp. LA; 3. LLC-NY	Country: USA Zip: 60606	
Citizenship (see guidelines) USA		
Additional names of conveying parties attached? Yes X No		
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship	
Execution Date(s) February 2, 2015	Limited Partnership Citizenship	
	Corporation Citizenship	
Assignment Merger	Other Bank Citizenship USA	
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No	
Other	(Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text	d identification or description of the Trademark. B. Trademark Registration No.(s)	
See Schedule A	See Schedule A	
	Additional sheet(s) attached? X Yes No	
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:	
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed	
City: New York	8. Payment Information:	
State: NY Zip: 10005		
Phone Number: (212) 701-3365		
Docket Number:	Deposit Account Number	
Email Address: ecarrera@cahill.com	Authorized User Name	
9. Signature: [airi (aire	February 3, 2015	
Signature	Date	
Elaine Carrera	Total number of pages including cover 8	
Name of Person Signing	sheet, attachments, and document:	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 2, 2015 is made by Alliant Insurance Services, Inc., a Delaware corporation, Deep South Surplus, Inc., a Louisiana corporation and American Benefits Consulting, LLC, a New York limited liability company (each a "Grantor" and together, the "Grantors"), in favor of Macquarie US Trading LLC, successor in interest to JPMorgan Chase Bank, N.A., as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 20, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among A-S Parent Inc. (n/k/a Alliant Holdings Parent LLC) ("Holdings"), A-S Merger Sub LLC, (the "Initial Borrower"; and prior to the consummation of the Merger, the "Borrower"), Alliant Holdings I, LLC, the company into which the Initial Borrower shall be merged (the "Surviving Borrower"; and upon and at any time after the consummation of the Merger, the "Borrower"), the Lenders party thereto, the Agent and the other parties thereto.

<u>WITNESSETH</u>:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors, the Borrower and the other grantors party thereto, have executed and delivered a Security Agreement, dated as of December 20, 2012 in favor of the Agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks listed on <u>Schedule A</u> hereto, including the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the

Obligations; <u>provided</u> that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of a Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- 6. <u>Governing Law.</u> THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIANT INSURANCE SERVICES, INC.,

as a Grantor

Name: Kenneth A. Zak

Title: Senior Vice President, General Counsel

and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

AMERICAN BENEFITS CONSULTING LLC, as a Grantor

Name: Kenneth A. Zak

Title: Senior Vice President, General Counsel

and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

DEEP SOUTH SURPLUS, INC.,

as a Grantor

Name: Kenneth A. Zak

Title: Senior Vice President, General Counsel

and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

MACQUARIE US TRADING LLC, as Collateral Agent

By:
Name:
Title:

Managing Director

Anita Chiu
Associate Director

SCHEDULE A

Trademark	App. No.	Filing Date	Owner
HIP	86/343,101	7/21/2014	Alliant Insurance Services, Inc.

Trademark	Reg. No.	Reg. Date	Owner
DEEP SOUTH	3,176,497	11/28/2006	Deep South Surplus, Inc.
	3,176,496	11/28/2006	Deep South Surplus, Inc.
ADDED BENEFITS	4,144,414	5/15/12	American Benefits Consulting LLC
BEN-IQ	4,534,144	5/20/2014	Alliant Insurance Services, Inc.
	4,500,371	3/25/2014	Alliant Insurance Services, Inc.

TRADEMARK REEL: 005452 FRAME: 0976

RECORDED: 02/04/2015