

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
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
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macquarie US Trading LLC, as collateral agent		
<b>Street Address:</b>	225 West Washington Street, 21st Floor		
<b>Internal Address:</b>	c/o Cortland Capital Market Services LLC, attn: Mike Fredian		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86343101	HIP	
<b>Registration Number:</b>	3176497	DEEP SOUTH	
<b>Registration Number:</b>	3176496		
<b>Registration Number:</b>	4144414	ADDED BENEFITS	
<b>Registration Number:</b>	4534144	BEN-IQ	
<b>Registration Number:</b>	4500371	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		

OP \$165.00 86343101

<b>SIGNATURE:</b>	/Michael Barys TR/
<b>DATE SIGNED:</b>	02/04/2015
<b>Total Attachments: 8</b> source=b 10. Grant of Security Interest in Trademark Rights#page1.tif source=b 10. Grant of Security Interest in Trademark Rights#page2.tif source=b 10. Grant of Security Interest in Trademark Rights#page3.tif source=b 10. Grant of Security Interest in Trademark Rights#page4.tif source=b 10. Grant of Security Interest in Trademark Rights#page5.tif source=b 10. Grant of Security Interest in Trademark Rights#page6.tif source=b 10. Grant of Security Interest in Trademark Rights#page7.tif source=b 10. Grant of Security Interest in Trademark Rights#page8.tif	



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.

W I T N E S S E T H:

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. Definitions. 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. Grant of Security Interest. 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 Schedule A hereto, including the right to receive all Proceeds therefrom (collectively, the "Collateral"), 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; provided 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. Purpose. 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. Acknowledgment. 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. Counterparts. 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. Governing Law. 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

By: 


Name: Kenneth A. Zak

Title: Senior Vice President, General Counsel  
and Secretary

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

**TRADEMARK**  
**REEL: 005452 FRAME: 0972**

AMERICAN BENEFITS CONSULTING LLC,  
as a Grantor

By: 

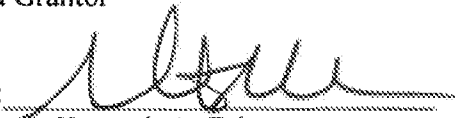
Name: Kenneth A. Zak

Title: Senior Vice President, General Counsel  
and Secretary

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

**TRADEMARK**  
**REEL: 005452 FRAME: 0973**

DEEP SOUTH SURPLUS, INC.,  
as a Grantor

By: 

Name: Kenneth A. Zak

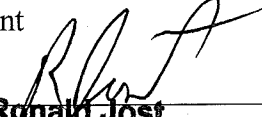
Title: Senior Vice President, General Counsel  
and Secretary

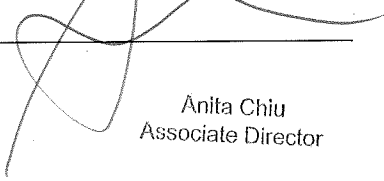
[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 005452 FRAME: 0974**



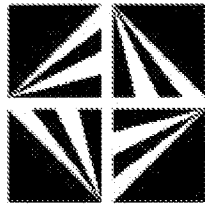

MACQUARIE US TRADING LLC,  
as Collateral Agent

By:   
Name: **Ronald Jost**  
Title: **Managing Director**

By:   
Name: \_\_\_\_\_  
Title: 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.