

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM344028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSC Insurance Brokerage, Inc.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Agent		
Street Address:	110 E. 59th Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	PARTNERSHIP: NEW YORK		
Composed Of:	<ul style="list-style-type: none"> CFLP CFS I Holdings, L.P. (composed of Cantor Fitzgerald, L.P., a Delaware Limited Partnership, which is composed of CF Group Management, Inc., a New York Corporation; and CFLP CFS Holdings, LLC, a Delaware Limited Liability Company), DELAWARE, LIMITED PARTNERSHIP CFGF CFS Holdings, LLC, DELAWARE, LIMITED LIABILITY COMPANY 		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3123427	THE TOTAL PROTECTION PROGRAM	
Registration Number:	3099748	THE HEALTHPLAN OPTIMIZER	
Registration Number:	2584362	SINGER NELSON CHARLMERS	
Registration Number:	3513532	ULTIMA	
Registration Number:	4330963	NORTHWEST COMPREHENSIVE HIGHER EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		

TRADEMARK

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560	
ATTORNEY DOCKET NUMBER:	037632.028
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	06/09/2015
Total Attachments: 5 source=Trademark Security Agreement - RSC Insurance to Cantor Fitzgerald#page1.tif source=Trademark Security Agreement - RSC Insurance to Cantor Fitzgerald#page2.tif source=Trademark Security Agreement - RSC Insurance to Cantor Fitzgerald#page3.tif source=Trademark Security Agreement - RSC Insurance to Cantor Fitzgerald#page4.tif source=Trademark Security Agreement - RSC Insurance to Cantor Fitzgerald#page5.tif	

Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement dated as of May 29, 2015, (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Madison Capital Funding LLC, as First Lien Agent, and Cantor Fitzgerald Securities, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 29, 2015, by RSC INSURANCE BROKERAGE, INC., a Delaware corporation (“Grantor”), in favor of CANTOR FITZGERALD SECURITIES, a New York partnership, in its capacity as agent (“Agent”) for Purchasers (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as May 29, 2015, by and among Grantor, Agent and the financial institutions (the “Purchasers”) from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Note Purchase Agreement”), Purchasers have agreed to purchase Notes for the benefit of Grantor;

WHEREAS, Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of Agent and the Purchasers, that certain Guarantee and Collateral Agreement dated as of May 29, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Agent and all Purchasers, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement, or if not defined therein, in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Agent and all Purchasers, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent constituting Excluded Property) (collectively, the “Trademark Collateral”):

(a) all of its registered Trademarks set forth on Schedule I hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of all Purchasers, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

5. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, other than conflicts of law provisions, except as required by mandatory provisions of law.

6. TERMINATION. When the Secured Obligations have been Paid in Full (as defined in the Note Purchase Agreement) the security interests and Liens created hereunder and all obligations of Grantor and Agent hereunder shall automatically terminate and be of no further force or effect, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. Agent agrees that it shall, at Grantor's sole expense, promptly execute, acknowledge and deliver to Grantor any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Trademark Collateral.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Receipt by facsimile or other electronic method of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the

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

RSC INSURANCE BROKERAGE, INC.

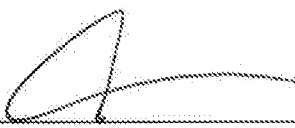
By: 

Name: Michael Christian

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CANTOR FITZGERALD SECURITIES,
as Agent

By: 
Name: James Bond
Title: Chief Operating Officer



(May 28, 2015 - CFS signature page to the TRADEMARK SECURITY AGREEMENT)

TRADEMARK
REEL: 005548 FRAME: 0740

SCHEDULE I

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
THE TOTAL PROTECTION PROGRAM	3123427	8/1/06	U.S.
THE HEALTHPLAN OPTIMIZER	3099748	6/6/06	U.S.
SINGER NELSON CHARLMERS	2584362	6/25/02	U.S.
ULTIMA	3513532	10/7/08	U.S.
NORTHWEST COMPREHENSIVE HIGHER EDUCATION BENEFIT ALLIANCE	4330963	05/07/2013	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			