

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		06/30/2015	CAYMAN ISLANDS BRANCH OF A SWISS BANK: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Affirmative Insurance Holdings, Inc.		
Street Address:	150 Harvester Drive, Suite 250		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	CORPORATION: DELAWARE		
Name:	Affirmative Underwriting Services, Inc.		
Street Address:	150 Harvester Drive, Suite 250		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3052363	AFFIRMATIVE INSURANCE HOLDINGS, INC.	
Registration Number:	3081233	AFFIRMATIVE	
Registration Number:	3052364	AFFIRMATIVE	
Registration Number:	3052365	AFFIRMATIVE INSURANCE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3123722000		
Email:	umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		

CH \$115.00 3052363

Address Line 4:	Chicago, ILLINOIS 60606-5096
ATTORNEY DOCKET NUMBER:	074429-0055
NAME OF SUBMITTER:	Ulrika E. Mattsson
SIGNATURE:	/Ulrika E. Mattsson/
DATE SIGNED:	06/30/2015
Total Attachments: 5 source=AFFM IP Release#page1.tif source=AFFM IP Release#page2.tif source=AFFM IP Release#page3.tif source=AFFM IP Release#page4.tif source=AFFM IP Release#page5.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Release") is made as of June 30, 2015 from Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), to Affirmative Insurance Holdings, Inc. and Affirmative Underwriting Services, Inc. (collectively, the "Grantors"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

WHEREAS, Affirmative Insurance Holdings, Inc., a Delaware corporation, entered into a Credit Agreement, dated as of September 30, 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, the Administrative Agent, and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "Collateral Agent"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it was a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors executed and delivered that certain Guarantee and Collateral Agreement, dated as of September 30, 2013, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and agreed as a condition thereof to execute an Intellectual Property Security Agreement, dated September 30, 2013 (the "Intellectual Property Security Agreement"), for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement was recorded in the U.S. Patent and Trademark Office on September 30, 2013 at Reel/Frame Nos. 5119/0864 and 5119/0855 in favor of the Collateral Agent;

WHEREAS, the Collateral Agent now desires to terminate, release and reassign the entirety of any security interest it may have in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Intellectual Property Release, the Collateral Agent, and the Grantors hereby agrees as follows:

SECTION 1. Intellectual Property Collateral. The term "Intellectual Property Collateral," as used herein, shall mean:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and

any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including,

without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Release of Security Interest. The Collateral Agent hereby, on behalf of itself and the Secured Parties, terminates, cancels, releases, discharges, and reassigns to Grantor, the Intellectual Property Security Agreement and any security or other right, title and interest it may have in the Intellectual Property Collateral, together with the goodwill of the business symbolized thereby. The Collateral Agent agrees, at the Borrowers' expense, to cooperate with, and to provide the Borrowers, their successors, assigns or other legal representatives with, the information and additional authorization necessary to effect the release of any security interest it may have in the Intellectual Property Collateral.

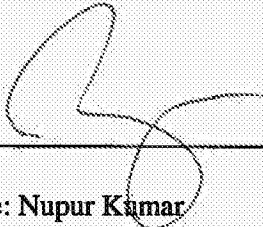
SECTION 3. Recordation. The Collateral Agent authorizes the recordation of this Intellectual Property Release with the United States Patent and Trademark Office and any other applicable registry.

SECTION 4. Applicable Law. This Intellectual Property Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed, on behalf of itself and the Secured Parties, this Intellectual Property Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

By:  _____

Name: Nupur Kumar

Title: Authorized Signatory

By:  _____

Name: Whitney Gaston




Title: Authorized Signatory

SCHEDULE A

COPYRIGHTS

PATENTS

TRADEMARKS

Trademark	App. No.	Reg. No.	Owner
	76600933	3052363	Affirmative Insurance Holdings, Inc.
AFFIRMATIVE	76600934	3081233	Affirmative Insurance Holdings, Inc.
	76600935	3052364	Affirmative Insurance Holdings, Inc.
	76600936	3052365	Affirmative Underwriting Services, Inc.

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES