

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alliant Insurance Services, Inc.		08/14/2015	CORPORATION: DELAWARE
Alliant Services Houston, Inc.		08/14/2015	CORPORATION: NEW YORK
American Benefits Consulting LLC		08/14/2015	LIMITED LIABILITY COMPANY: NEW YORK
Corkery & Jones Benefits, Inc.		08/14/2015	CORPORATION: WASHINGTON
Deep South Surplus, Inc.		08/14/2015	CORPORATION: LOUISIANA
Franey Muha Alliant Insurance Services, Inc.		08/14/2015	CORPORATION: MARYLAND
Strategic HR Services, Inc.		08/14/2015	CORPORATION: CALIFORNIA
Moloney & O'Neill Life, Inc.		08/14/2015	CORPORATION: WASHINGTON
S.I.U., LLC		08/14/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3869211	123OCP
Registration Number:	4534144	BEN-IQ
Registration Number:	4060785	BOARDWISE
Registration Number:	4060784	BOARDWISE
Registration Number:	4227407	CELS
Registration Number:	3669422	CLARITY
Registration Number:	3317732	CLEARADVANTAGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3218094	CLEARSOURCE
Registration Number:	4223128	COMPREHENSIVE EXECUTIVE LIABILITY SOLUTI
Registration Number:	1702121	CONSERVE-A-NATION
Registration Number:	2568330	PEPIP
Registration Number:	2881424	PEPIP USA PUBLIC ENTITY PROPERTY INSURAN
Registration Number:	4748758	S4 BENEFITS
Registration Number:	2770646	STRATEGIC HR SERVICES
Registration Number:	2474968	TRIBAL FIRST
Registration Number:	1763236	VOLUNTARY BENEFITS PLAN
Registration Number:	3627495	FLEXLAW
Registration Number:	3589659	PROQUEST
Registration Number:	3731089	STRATEGIC HR
Registration Number:	3176497	DEEP SOUTH
Registration Number:	3176496	
Registration Number:	4500371	S
Registration Number:	4379280	SUREMERICA
Registration Number:	4682203	HIP
Registration Number:	4378312	CROP INSURANCE ISN'T JUST PART OF OUR BU
Registration Number:	4144414	ADDED BENEFITS
Registration Number:	4589326	SAGEWELL PARTNERS
Registration Number:	4792058	PARKWISE
Serial Number:	86644713	IBX

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

Phone: 6502515047

Email: jnull@stblaw.com

Correspondent Name: Michelle Morad

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	(065664/0007)
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/14/2015

Total Attachments: 15

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 14, 2015, is made by Alliant Insurance Services, Inc., a Delaware corporation, Alliant Services Houston, Inc., a New York corporation, American Benefits Consulting LLC, a New York limited liability company, Corkery & Jones Benefits, Inc., a Washington corporation, Deep South Surplus, Inc., a Louisiana corporation, Franey Muha Alliant Insurance Services, Inc., a Maryland corporation, Strategic HR Services, Inc., a California corporation, Moloney & O'Neill Life, Inc., a Washington corporation, and S.I.U., LLC, a California limited liability company (the "Grantors"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Agent") in connection with that certain Credit Agreement, dated as of August 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wayne Parent, Inc., a Delaware corporation ("Holdings"), Alliant Holdings Intermediate, LLC, a Delaware limited liability company (the "Principal Borrower"), the Co-Borrowers from time to time parties thereto (together with the Principal Borrower, collectively, the "Borrowers" and each individually, a "Borrower"), the Lenders from time to time party thereto and the Agent.

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 Swing Line Lender to make Swingline Loans and the Letter of Credit Issuers have 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, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of August 14, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrowers, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, one or more Borrowers, 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 lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and 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 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 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit 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 Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

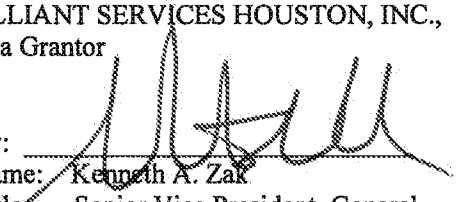
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIANT INSURANCE SERVICES, INC.,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary

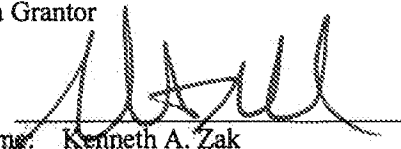
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ALLIANT SERVICES HOUSTON, INC.,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary


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

AMERICAN BENEFITS CONSULTING LLC,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary

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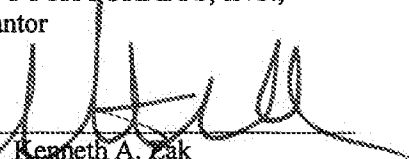
CORKERY & JONES BENEFITS, INC.,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary

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TRADEMARK
REEL: 005599 FRAME: 0965

DEEP SOUTH SURPLUS, INC.,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary

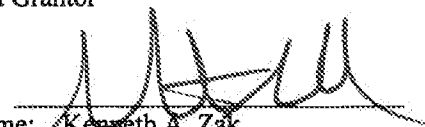
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FRANEY MUHA ALLIANT INSURANCE SERVICES, INC.,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary

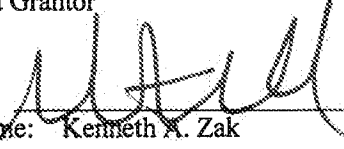
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STRATEGIC HR SERVICES, INC.,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary

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MOLONEY & O'NEILL LIFE, INC.,
as a Grantor

By: 
Name: Kenneth A. Zak
Title: Senior Vice President, General
Counsel and Secretary

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S.I.U., LLC,
as a Grantor

By: ALLIANT U.S. AGENCIES, INC., as managing member of
S.I.U., LLC

By: 

Name: Kenneth A. Zak

Title: Senior Vice President, General Counsel and
Secretary

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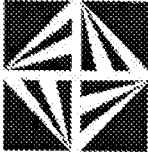

MORGAN STANLEY SENIOR FUNDING, INC.
as the Agent

By: J. Michael Manfred
Name: J. MICHAEL MANFRED
Title: AUTHORIZED SIGNATORY

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Owner	Country	Registration / Serial Number	Filing Date	Registration Date
123OCP	Alliant Insurance Services, Inc.	United States	3869211 77814511	8/27/2009	11/2/2010
BEN-IQ	Alliant Insurance Services, Inc.	United States	4534144 85664594	6/28/2012	5/20/2014
BOARDWISE (Logo)	Alliant Insurance Services, Inc.	United States	4060785 77982604	10/21/2009	11/22/2011
BOARDWISE (Word Mark)	Alliant Insurance Services, Inc.	United States	4060784 77982603	10/21/2009	11/22/2011
CELS	Alliant Insurance Services, Inc.	United States	4227407 85425039	9/16/2011	10/16/2012
CLARITY	Alliant Insurance Services, Inc.	United States	3669422 78663529	7/5/2005	8/18/2009
CLEARADVANTAGE	Alliant Insurance Services, Inc.	United States	3317732 78880537	5/10/2006	10/23/2007
CLEARSOURCE	Alliant Insurance Services, Inc.	United States	3218094 78912697	6/20/2006	3/13/2007
COMPREHENSIVE EXECUTIVE LIABILITY SOLUTION	Alliant Insurance Services, Inc.	United States	4223128 85425023	9/16/2011	10/9/2012
CONSERVE-A-NATION	Franey Muha Alliant Insurance Services, Inc.	United States	1702121 74200746	9/4/1991	7/21/1992
PEPIP	Alliant Insurance Services, Inc.	United States	2568330 76097022	7/25/2000	5/7/2002
PEPIP USA PUBLIC ENTITY PROPERTY INSURANCE PROGRAM	Alliant Insurance Services, Inc.	United States	2881424 78218385	2/24/2003	9/7/2004
S4 BENEFITS	Moloney & O'Neill Life, Inc. and Corkery & Jones Benefits, Inc., jointly	United States	4748758 86078886	9/30/2013	6/2/2015
STRATEGIC HR SERVICES	Record owner: Strategic HR Services Beneficial owner: Strategic HR Services, Inc.	United States	2770646 76153041	10/24/2000	10/7/2003

Mark	Owner	Country	Registration / Serial Number	Filing Date	Registration Date
TRIBAL FIRST	Alliant Insurance Services, Inc.	United States	2474968 75721293	6/4/1999	8/7/2001
VOLUNTARY BENEFITS PLAN	Alliant Services Houston, Inc.	United States	1763236 74183208	7/8/1991	4/6/1993
FLEXLAW	Alliant Insurance Services, Inc.	United States	3627495 77065400	12/15/2006	7/17/2007
PROQUEST	Record owner: Kelter Alliant Insurance Services, Inc. Beneficial owner: Alliant Insurance Services, Inc.	United States	3589659 77211107	6/20/2007	3/17/2009
STRATEGIC HR	Record owner: Strategic HR Services Beneficial owner: Strategic HR Services, Inc.	United States	3731089 77746607	5/28/2009	12/29/2009
DEEP SOUTH	Deep South Surplus, Inc.	United States	3176497 78710206	9/9/2005	11/28/2006
 [DESIGN ONLY]	Deep South Surplus, Inc.	United States	3176496 78710197	9/9/2005	11/28/2006
QBE SELECT INSURANCE SOLUTIONS, LLC	S.I.U., LLC	United States	2009-574535 (Wyoming)		9/10/09
IBX	Alliant Insurance Services, Inc.	United States	86644713	5/28/15	pending
 [SUREMERICA DESIGN]	Alliant Insurance Services, Inc.	United States	4500371 85811535	12/27/12	3/25/14
SUREMERICA	Alliant Insurance Services, Inc.	United States	4379280 85791038	11/29/2012	08/06/2013
HIP	Alliant Insurance Services, Inc.	United States	4682203 86343101	7/21/14	2/3/2015

Mark	Owner	Country	Registration / Serial Number	Filing Date	Registration Date
CROP INSURANCE ISN'T JUST PART OF OUR BUSINESS. IT IS OUR BUSINESS	Record owner : Mary Roach Insurance Agency, Inc. Beneficial owner: Alliant Insurance Services, Inc.	United States	4378312 85045355	5/21/10	8/6/13
ADDED BENEFITS	American Benefits Consulting LLC	United States	4144414 85314351	5/06/2011	5/15/2012
SAGEWELL PARTNERS	Record owner : HealthCare Benefits, Inc. Beneficial owner: Alliant Insurance Services, Inc.	United States	4589326 85747834	10/8/2012	8/19/2014
PARKWISE	Alliant Insurance Services, Inc.	United States	4792058 86434411	10/24/2014	8/11/2015