

10/05/2015



103673589

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

COMMERCE
Trademark Office

RECORDATION FORM
TRADEMARK

09/30/15

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ACCESS INSURANCE HOLDINGS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 23, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE BRAND BANKING COMPANY

Street Address: 3328 Peachtree Road, Suite 400

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other State Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
4024919; 4024920; 4024921; 4024928; 4024929; 4025018

Additional sheet(s) attached? 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: Bradley E. Wahl

Internal Address: Nelson Mullins Riley & Scarborough, LLP

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: 404-322-6250

Docket Number: _____

Email Address: allison.lynch@nelsonmullins.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: JYENI 00000003 4024919

Authorized User Name: _____
02 FC:8522

9. Signature:

09/23/2015

Signature

Date

Bradley E. Wahl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

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

TRADEMARK
REEL: 005638 FRAME: 0720

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ADDITIONAL TRADEMARKS
ACCESS INSURANCE HOLDINGS, LLC

4282906; 4282907; 4282908; 4308178; 4285946; 4285947

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2015, is made by ACCESS INSURANCE HOLDINGS, LLC, a Georgia limited liability company ("Borrower"), in favor of and THE BRAND BANKING COMPANY ("Bank").

WITNESSETH:

WHEREAS, Borrower and Bank have entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Borrower is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Borrower thereunder, Borrower hereby agrees with Bank as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"Trademarks" shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"Trademark License" shall mean any agreement, whether written or oral, providing for the grant by or to Borrower of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

Section 2. Grant of Security Interest in Trademark Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Borrower, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Borrower of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Borrower hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

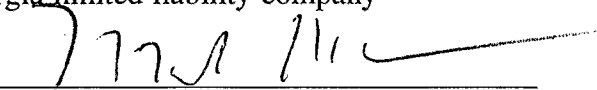
Section 4. Borrower Remains Liable. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT 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 GEORGIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

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

ACCESS INSURANCE HOLDINGS, LLC, a
Georgia limited liability company

By: 
Michael McMenamin, its President

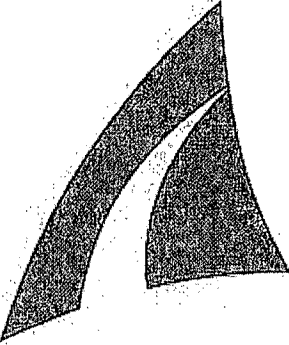

ACCEPTED AND AGREED:

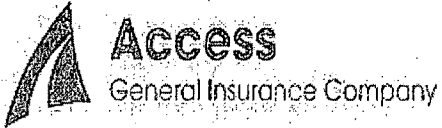
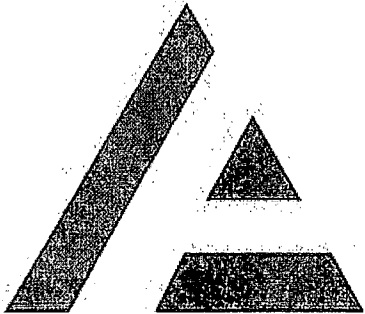
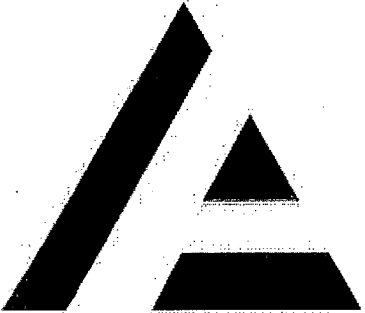
THE BRAND BANKING COMPANY


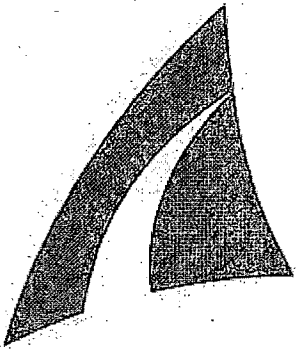

By: 
Kim Ward, Senior Vice President

Trademark Security Agreement

Schedule 1

Trademark	Registration Date	Registration Number	Owner
Access	9/13/2011	4024919	Access Insurance Holdings, LLC
The Way to Go	9/13/2011	4024920	Access Insurance Holdings, LLC
	9/13/2011	4024921	Access Insurance Holdings, LLC
	9/13/2011	4024928	Access Insurance Holdings, LLC

 <p>Access General Insurance Company</p>	9/13/2011	4024929	Access Insurance Holdings, LLC
	9/13/2011	4025018	Access Insurance Holdings, LLC
	1/29/2013	4282906	Access Insurance Holdings, LLC

Trademark	Registration Date	Registration Number	Owner
	1/29/2013	4282907	Access Insurance Holdings, LLC
	1/29/2013	4282908	Access Insurance Holdings, LLC
<p data-bbox="256 1234 678 1325">ACCESS</p>	3/26/2013	4308178	Access Insurance Holdings, LLC
<p data-bbox="196 1493 732 1549">ACCESS ON THE GO</p>	2/5/2013	4285946	Access Insurance Holdings, LLC
 <p data-bbox="391 1671 732 1797">Access <i>on the Go</i></p>	2/5/2013	4285947	Access Insurance Holdings, LLC