

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360142

<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>
Herbert L. Jamison & Co., LLC, as Grantor		10/22/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon Street, Mail Code NC1-007-17-15		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3918890	POLICY MANAGERS	
<b>Registration Number:</b>	3939654	JAMISON	
<b>Registration Number:</b>	3888780	J	
<b>Registration Number:</b>	3918589	POLICY MANAGERS	
<b>Registration Number:</b>	2552520	SOLUTIONS - NOT JUST INSURANCE	
<b>Registration Number:</b>	3012446	PTC.I	
<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>	Ken Tan, 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>	Ken Tan, Legal Assistant		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	10/27/2015		

OP \$165.00 3918890

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Herbert L. Jamison & Co., LLC, as Grantor

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

Citizenship (see guidelines) USA - New Jersey

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) October 22, 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: Bank of America, N.A., as Collateral Agent

Street Address: 101 N. Tryon Street, Mail Code NC1-007-17-15

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

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: Ken Tan, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.0986

Email Address: KTan@cahill.com

**6. Total number of applications and registrations involved:** 6


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

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**   
Signature

10/23/2015

Date

Ken Tan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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: 005653 FRAME: 0606**

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated October 22, 2015, is made by HERBERT L. JAMISON & CO., L.L.C., a New Jersey Limited Liability Company (the "Grantor") in favor of Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Dolphin Midco, Inc., Dolphin Merger Sub, Inc., as the Borrower, which on the Closing Date shall be merged with and into AssuredPartners, Inc. (with AssuredPartners, Inc. as the surviving entity and the "Borrower"), BANK OF AMERICA, N.A. as Administrative Agent and Collateral Agent (the "Administrative Agent") and each lender from time to time party thereto (collectively, the "Lenders" and, individually, a "Lender") have entered into the Second Lien Credit Agreement dated October 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Second Lien Security Agreement dated October 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to extend credit.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Short Form IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

*[Signature Page to Second Lien Trademark Security Agreement]*

HERBERT L JAMISON & CO., L.L.C.,  
as Grantor


By: 

Name: Paul Vredenburg  
Title: Senior Vice President

*[Signature Page to Second Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005653 FRAME: 0610**

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Chris Joseph  
Title: Vice President

*[Signature Page to Second Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005653 FRAME: 0611**



SCHEDULE A

United States Trademarks and Trademark Applications

<b>Registered owner/ Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No. (Application No.)</b>
Herbert L. Jamison & Co., LLC	POLICY MANAGERS	USA	3918890
Herbert L. Jamison & Co., LLC	JAMISON	USA	3939654
Herbert L. Jamison & Co., LLC	J	USA	3888780
Herbert L. Jamison & Co., LLC	POLICY MANAGERS	USA	3918589
Herbert L. Jamison & Co., LLC	SOLUTIONS – NOT JUST INSURANCE	USA	2552520
Herbert L. Jamison & Co., LLC	PTC I	USA	3012446