

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hub International Iowa LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
North American Marine Underwriters LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
FNA Insurance Services, Inc.		11/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, Thames Street Wharf, Floor 04		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4145798	RUHL & RUHL	
Registration Number:	3443628	NORTH AMERICAN MARINE UNDERWRITERS	
Serial Number:	86054386	FNA FIRST NATIONAL ACCESS	
Serial Number:	86054400	MY AGENCY EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/01/2015		

OP \$115.00 4145798

Total Attachments: 8

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**SUPPLEMENT NO. 1
TO THE
U.S. SECURITY AGREEMENT**

SUPPLEMENT NO. 1, dated as of November 30, 2015 (this “Supplement”), to the U.S. Security Agreement, dated as of October 2, 2013 (as the same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “U.S. Security Agreement”), among HOCKEY INTERMEDIATE INC., a Delaware corporation (“Holdings”; as further defined in the Credit Agreement), HOCKEY MERGER SUB 2 INC., a Delaware corporation (which on the Closing Date merged with and into HUB INTERNATIONAL LIMITED, a Delaware corporation (the “Company”), with the Company surviving such merger as the U.S. Borrower) (the “U.S. Borrower”; as further defined in the Credit Agreement), each of the subsidiaries of the U.S. Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a “U.S. Subsidiary Grantor” and, collectively, the “U.S. Subsidiary Grantors”; and, together with Holdings and the U.S. Borrower, collectively, the “U.S. Grantors”), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the U.S. Security Agreement.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Section 7.13 of the U.S. Security Agreement provides that each Restricted Subsidiary of the U.S. Borrower that is required to become a party to the U.S. Security Agreement pursuant to Section 9.10 of the Credit Agreement or the equivalent provision of any Additional First Lien Agreement and the terms thereof shall become a U.S. Grantor, with the same force and effect as if originally named as a U.S. Grantor therein, for all purposes of the U.S. Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. Each undersigned Subsidiary (each, a “New Grantor”) is executing this Supplement in accordance with the requirements of the U.S. Security Agreement to become a U.S. Subsidiary Grantor under the U.S. Security Agreement as consideration for the First Lien Obligations.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 7.13 of the U.S. Security Agreement, each New Grantor by its signature below becomes a U.S. Grantor under the U.S. Security Agreement with the same force and effect as if originally named therein as a U.S. Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the U.S. Security Agreement applicable to it as a U.S. Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a U.S. Grantor thereunder are true and correct in all material respects on and as of the date hereof (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date). In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the First Lien Obligations, does hereby assign, pledge, mortgage and

hypothecate to the Collateral Agent, for the benefit of the First Lien Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the First Lien Secured Parties, a first priority security interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which such New Grantor now has or hereafter acquires an interest. Each reference to a "U.S. Grantor" in the U.S. Security Agreement shall be deemed to include each New Grantor. The U.S. Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other First Lien Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws affecting creditors' rights generally and subject to general principles of equity (whether considered in a proceeding in equity or law).

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the U.S. Borrower. This Supplement shall become effective as to each New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4. Such New Grantor hereby represents and warrants that (a) set forth on Schedule A attached hereto is (i) the legal name of such New Grantor, (ii) the jurisdiction of incorporation or organization and chief executive office of such New Grantor, (iii) the identity or type of organization or corporate structure of such New Grantor and (iv) the Federal Taxpayer Identification Number and organizational number of such New Grantor and (b) as of the date hereof Schedule B hereto sets forth all of the U.S. Registered Intellectual Property owned by a such New Grantor in its name, and indicates for each such item, as applicable, the application and/or registration number, date and jurisdiction of filing and/or issuance, and the identity of the current applicant or registered owner.

SECTION 5. Except as expressly supplemented hereby, the U.S. Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the U.S. Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable 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.

SECTION 8. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the U.S. Security Agreement. All communications and notices hereunder to each New Grantor shall be given to it in care of the U.S. Borrower at the U.S. Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

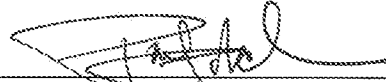
SECTION 9. Each New Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the U.S. Security Agreement as of the day and year first above written.

BW INSURANCE AGENCY, INC.
FNA INSURANCE SERVICES, INC.
HUB INTERNATIONAL HEALTHCARE
SOLUTIONS LLC
HUB INTERNATIONAL IOWA LLC
HUB INTERNATIONAL MISSISSIPPI LLC
MT. WASHINGTON GROUP, LLC
NORTH AMERICAN MARINE UNDERWRITERS
LLC
THE HDH GROUP, INC.

By:



Name: Philip Adler
Title: Vice President

[Signature Page to Supplement to the U.S. Security Agreement]

TRADEMARK
REEL: 005678 FRAME: 0669

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

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

[Signature Page to Supplement to the U.S. Security Agreement]

TRADEMARK
REEL: 005678 FRAME: 0670

SCHEDULE A
TO SUPPLEMENT NO. 1 TO THE
U.S. SECURITY AGREEMENT

CORPORATE INFORMATION

Legal Name	Jurisdiction of Incorporation or Organization	Address of Chief Executive Office	Type of Organization or Corporate Structure	Federal Taxpayer Organization Number and Identification Number
BW Insurance Agency, Inc.	North Dakota	520 Main Avenue Suite 800 Fargo, ND 58124	Corporation	46-0418301 / 6511300
FNA Insurance Services, Inc.	Delaware	1065 Avenue of the Americas New York, NY 10018	Corporation	46-4101382 / 5431771
Hub International Healthcare Solutions LLC	Mississippi	300 Concourse Blvd., Suite 300 Ridgeland, MS 39157	Limited Liability Company	46-5473578 / 1039885
Hub International Iowa LLC	Delaware	215 N. Main Street, Suite 700 Davenport, IA 52801	Limited Liability Company	47-0968369 / 5541659
Hub International Mississippi LLC	Mississippi	301 Newpointe Drive Ridgeland, MS 39157	Limited Liability Company	46-5690327 / 1041503
Mt. Washington Group, LLC	Delaware	210 Sixth Avenue, 30 th Floor Pittsburgh, PA 15222	Limited Liability Company	46-2667242 / 5324237
North American Marine Underwriters LLC	Delaware	50 Salem Street, Building B Lynnfield, MA 01940	Limited Liability Company	35-2507457 / 5528461
The HDH Group, Inc.	Pennsylvania	210 Sixth Avenue, 30 th Floor Pittsburgh, PA 15222	Corporation	25-1428002 / 754030

SCHEDULE B
TO SUPPLEMENT NO. 1 TO THE
U.S. SECURITY AGREEMENT

U.S. REGISTERED INTELLECTUAL PROPERTY

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS

NONE.

B. PATENTS AND PATENT APPLICATIONS

NONE.

C. TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration or Application No.</u>
Hub International Iowa LLC	RUHL & RUHL	4145798 May 22, 2012
North American Marine Underwriters Inc.	NORTH AMERICAN MARINE UNDERWRITERS	3443628 June 10, 2008
FNA Insurance Services, Inc.	FNA FIRST NATIONAL ACCESS & Design	86054386 ¹ September 3, 2013
FNA Insurance Services, Inc.	MY AGENCY EXCHANGE	86054400 ² September 3, 2013

¹ Pending Intent to Use Application; no Statement of Use filed.

² Pending Intent to Use Application; no Statement of Use filed.