

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Notice and Confirmation of Grant of Security Interest In Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSC Insurance Brokerage, Inc.		11/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MACQUARIE US TRADING LLC, as Administrative Agent		
Street Address:	125 W. 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4330963	NORTHWEST COMPREHENSIVE HIGHER EDUCATION	
Registration Number:	3123427	THE TOTAL PROTECTION PROGRAM	
Registration Number:	3099748	THE HEALTHPLAN OPTIMIZER	
Registration Number:	2584362	SINGER NELSON CHARLMERS	
Registration Number:	3057600	RE-SOLUTIONS INTERMEDIARIES, LLC	
Registration Number:	4288355	RE-SOLUTIONS INTERMEDIARIES	
Registration Number:	4555488	RE-SOURCES	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	212-819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Jinelle Park/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1134682-0018-X130		
NAME OF SUBMITTER:	Jinelle Park		

CH \$190.00 4330963

SIGNATURE:	/Jinelle Park/
DATE SIGNED:	12/03/2015
Total Attachments: 6 source=12.1. First Lien Notice and Confirmation of Security Interest in Trademarks - RSC Insurance Brokerage Inc #page1.tif source=12.1. First Lien Notice and Confirmation of Security Interest in Trademarks - RSC Insurance Brokerage Inc #page2.tif source=12.1. First Lien Notice and Confirmation of Security Interest in Trademarks - RSC Insurance Brokerage Inc #page3.tif source=12.1. First Lien Notice and Confirmation of Security Interest in Trademarks - RSC Insurance Brokerage Inc #page4.tif source=12.1. First Lien Notice and Confirmation of Security Interest in Trademarks - RSC Insurance Brokerage Inc #page5.tif source=12.1. First Lien Notice and Confirmation of Security Interest in Trademarks - RSC Insurance Brokerage Inc #page6.tif	

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 30, 2015, made by RSC INSURANCE BROKERAGE, INC., a Delaware corporation having a principal place of business at 160 Federal Street, Boston, MA 02110 (the "Grantor"), in favor of MACQUARIE US TRADING LLC, having a principal place of business at 125 W. 55th Street, New York, NY 10019 (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the First Lien Credit Agreement).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of November 30, 2015 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among the Grantor, RSC Parent, Inc., a Delaware corporation, RSC Acquisition, Inc., a Delaware corporation, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make the Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor, RSC Parent, Inc., RSC Acquisition, Inc. and certain other Subsidiaries of the Parent Borrower have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of November 30, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor granted to the Agent for the benefit of the Lenders a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the First Lien Credit Agreement, the Grantor agrees, for the benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and

recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, 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 of the Grantor, except that no security interest is or will be granted pursuant to the First Lien Guarantee and Collateral Agreement or pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than Holding, a Subsidiary of Holding or any Borrower or an Affiliate of any of the foregoing for so long as, and to the extent that, the granting of such a security interest pursuant to the First Lien Guarantee and Collateral Agreement or pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Lien Guarantee and Collateral Agreement. To the extent that there is any conflict between this Agreement and the First Lien Guarantee and Collateral Agreement, the First Lien Guarantee and Collateral Agreement shall control in all respects. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 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.

* * *

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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.

RSC INSURANCE BROKERAGE, INC.,

By:  _____

Name: John Vaglica

Title: Treasurer & CFO

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks -- RSC Insurance Brokerage, Inc.]

TRADEMARK
REEL: 005681 FRAME: 0612

MACQUARIE US TRADING LLC
as Agent

By: 

Name: Joshua Karlin
Title: Authorized Signatory

By: 

Name: Anita Chiu
Title: Associate Director

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in
Trademarks -- RSC Insurance Brokerage, Inc.]

TRADEMARK
REEL: 005681 FRAME: 0613

SCHEDULE I

U.S. Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NORTHWEST COMPREHENSIVE HIGHER EDUCATION BENEFIT ALLIANCE	85681093	4330963	05/7/2013
THE TOTAL PROTECTION PROGRAM	78687860	3123427	08/1/2006
THE HEALTHPLAN OPTIMIZER	76620116	3099748	06/6/2006
SINGER NELSON CHARLMERS	75923603	2584362	06/25/2002
Re-Solutions Intermediaries, LLC	78562568	3057600	02/07/2006
Re-Solutions Intermediaries	85631384	4288355	02/12/2013
Re-Sources	86101663	4555488	06/24/2014