

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM371543

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|---|---|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement (Trademarks) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Segal Group, Inc. | | 01/29/2016 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as administrative and collateral agent | | |
| Street Address: | 270 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4737935 | SEGAL ROGERSCASEY | |
| Registration Number: | 4703078 | ROGERSCASEY | |
| Registration Number: | 4703038 | SEGAL WATERS | |
| Registration Number: | 4703037 | SEGAL SELECT INSURANCE | |
| Registration Number: | 4702951 | SIBSON CONSULTING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2128366337 | | |
| <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: | 212-836-7319 | | |
| Email: | paul.somelofske@kayescholer.com | | |
| Correspondent Name: | Paul J. Somelofske c/o Kaye Scholer LLP | | |
| Address Line 1: | 250 West 55th Street | | |
| Address Line 2: | Room 1119 | | |
| Address Line 4: | New York, NEW YORK 10019-9710 | | |
| ATTORNEY DOCKET NUMBER: | 10788-0666-05948 | | |
| NAME OF SUBMITTER: | Paul J. Somelofske | | |
| SIGNATURE: | /Paul J. Somelofske/ | | |
| DATE SIGNED: | 02/02/2016 | | |

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Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

January 29, 2016

WHEREAS, The Segal Group, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, N.A., as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Amended and Restated Omnibus Pledge and Security Agreement, dated as of the date hereof (as amended, confirmed, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 270 Park Avenue, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

THE SEGAL GROUP, INC.

By: 

Name: Ricardo M. DiBartolo

Title: Treasurer

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

| <u>Trademark</u> | <u>Filing Date</u> | <u>Reg. No./Serial No.</u> |
|--------------------------------------|--------------------|----------------------------|
| SEGAL ROGERSCASEY and Design | June 30, 2014 | 4737935 / 86324061 |
| ROGERSCASEY and Design | July 11, 2014 | 4703078 / 86334682 |
| SEGAL WATERS and Design | July 9, 2014 | 4703038 / 86332036 |
| SEGAL SELECT INSURANCE and Design | July 9, 2014 | 4703037 / 86331972 |
| SIBSON CONSULTING and Design | June 27, 2014 | 4702951 / 86322920 |