

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cook Maran & Associates, Inc.		05/31/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4562718	TRUST IS OUR POLICY	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Daniel J. O'Connor		
SIGNATURE:	/Daniel J. O'Connor/		
DATE SIGNED:	06/02/2016		
Total Attachments: 4			
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OP \$40.00 4562718

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Cook Maran & Associates, Inc., a New York corporation (the “Grantor”), with principal offices at 461 Pantigo Road, East Hampton, New York 11937 on this 31st day of May, 2016, assigns and grants to SUNTRUST BANK, as Administrative Agent (together with its successors and assigns, the “Grantee”) with principal offices at 303 Peachtree Street, 25th Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor’s right, title and interest in and to the trademark registrations and trademark applications (the “Trademarks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (ii) all of the Grantor’s right, title and interest in and to the patents and patent applications (the “Patents”) set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of the Grantor, as such term is used in that certain Pledge and Security Agreement among Prime Risk Partners, Inc., a Delaware corporation (the “Borrower”), QMP Insurance Holdings, LLC, a Delaware limited liability company, Grantor, the other subsidiaries of the Borrower from time to time party thereto and the Grantee, dated as of [●], 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

COOK MARAN & ASSOCIATES, INC., as
Grantor

By: 
Name: Bob Schneider
Title: Executive Vice President

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
TRUST IS OUR POLICY	86/029,487	August 6, 2013	4,562,718	July 8, 2014	Cook Maran & Associates, Inc.

TRADEMARK APPLICATIONS

None.

SCHEDULE B

REGISTERED PATENTS

None.

PATENT APPLICATIONS

None.