

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TZ Insurance Solutions LLC		07/21/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3860221	COMPARE QUOTES > FIND CHEAP RATES	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Tigist Kassahun, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Tigist Kassahun		
SIGNATURE:	/Tigist Kassahun/		
DATE SIGNED:	07/22/2016		
Total Attachments: 5			
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 21, 2016, (this "Agreement"), by TZ Insurance Solutions LLC (the "Grantor"), in favor of Cortland Capital Market Services LLC, as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of July 21, 2016 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among CD&R TZ Purchaser, Inc. (the "Borrower"), CD&R TZ Midco, Inc., the Lenders and the Agent, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Second Lien Pledge and Security Agreement dated as of July 21, 2016 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby confirms the grant, made pursuant to the Security Agreement, to the Agent for the benefit of the Secured Parties, of a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, subject to existing licenses to use the Trademarks granted by Grantor (the "Trademark Collateral"):

(a) all Trademarks owned by Grantor, including, but not limited to, those set forth on Schedule I hereto;

(b) all rights to sue at law or in equity for any past, present and/or future infringement or impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(c) all Proceeds with respect to any of the foregoing, including claims, license fees, royalties and any other fees or payments.

Section 3. Security Agreement

This Agreement confirms the security interest granted to the Agent pursuant to the Security Agreement, and 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. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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.


Section 5. Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the United States, in respect of trademark issues and, in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TZ INSURANCE SOLUTIONS LLC

By:  _____

Name: David Graf

Title: President and Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 

Name:

Polina Arsentyeva

Title:

Associate Counsel

SCHEDULE I

To

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications

A. U.S. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
COMPARE QUOTES > FIND CHEAP RATES	3,860,221	10/12/2010

B. U.S. TRADEMARK APPLICATIONS

None.