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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM392813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		07/26/2016	Corporation:

#### **RECEIVING PARTY DATA**

Name:	Patriot National, Inc.	
Street Address:	401 East Las Olas Boulevard	
Internal Address:	Suite 1700	
City:	Fort Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33301	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3929872	
Registration Number:	4285634	
Registration Number:	4332954	FORZALIEN
Registration Number:	4332953	FORZA LIEN
Registration Number:	3549072	GUARANTEE GIC INSURANCE COMPANY WE FIND
Registration Number:	3522848	GUARANTEE INSURANCE COMPANY
Registration Number:	4337150	GUARANTEE INSURANCE COMPANY
Registration Number:	3695455	GUARANTEE INSURANCE GROUP
Registration Number:	4330926	GUARANTEE INSURANCE COMPANY
Registration Number:	4049879	PATRIOT NATIONAL INSURANCE GROUP
Registration Number:	4259194	PATRIOT NATIONAL INSURANCE GROUP
Registration Number:	3712884	PATRIOT RISK MANAGEMENT INC
Registration Number:	3790599	PATRIOT RISK SERVICES
Registration Number:	4352741	PATRIOT RISK SERVICES, INC.
Registration Number:	3861664	PATRIOT RISK SERVICES
Registration Number:	3826172	PATRIOT UNDERWRITERS, INC.
Registration Number:	3769095	PATRIOT UNDERWRITERS, INC.
Serial Number:	85864136	ALLIED STANDARD ASSET MANAGEMENT, LLC
	•	TRADEMARK

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Property Type	Number	Word Mark
Serial Number:	85965388	CARRIER AND TECHNOLOGY SOLUTIONS, INC.
Serial Number:	85856316	FORZA LIEN
Serial Number:	85671713	MY HEALTH IS EVERYTHING

#### CORRESPONDENCE DATA

**Fax Number:** 2157012273

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.

**Phone:** 2156657273

Email:cmiller@cozen.comCorrespondent Name:Camille M. MillerAddress Line 1:1650 Market Street

Address Line 2: Suite 2800

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Camille M. Miller
SIGNATURE:	/Camille M. Miller/
DATE SIGNED:	07/27/2016

#### **Total Attachments: 13**

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#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of July 26, 2016 and granted by U.S. Bank National Association (the "Collateral Agent"), as collateral agent for the secured parties under the Loan Agreement referred to below (the "Secured Parties"), in favor of PATRIOT NATIONAL, INC. (f/k/a Old Guard Risk Services, Inc.), a Delaware corporation, PATRIOT SERVICES, INC., a Delaware corporation, PATRIOT RISK SERVICES, INC., a Delaware corporation, FORZA LIEN, INC., a Delaware corporation, CONTEGO INVESTIGATIVE SERVICES, INC., a Delaware corporation, CONTEGO SERVICES GROUP, LLC, a Delaware limited liability company, PATRIOT CAPTIVE MANAGEMENT, INC., a Delaware corporation, GUARANTEE INSURANCE GROUP, INC. (f/k/a Patriot National Insurance Group, Inc.), a Delaware corporation, PATRIOT UNDERWRITERS, INC., a Delaware corporation, GUARANTEE UNDERWRITERS, INC., a Delaware corporation, PATRIOT TECHNOLOGY SOLUTIONS, INC. (f/k/a Carrier and Technology Solutions, Inc.), a Delaware corporation, PATRIOT RECOVERY SERVICES, INC., a Delaware corporation, PATRIOT CLAIM SERVICES, INC., a Delaware corporation, SIX POINTS VENTURES III, LLC, a Delaware limited liability company, CONTEGO RECOVERY, LLC, a Delaware limited liability company (collectively, the "Grantors") and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain First Lien Term Loan Agreement dated as of November 27, 2013, as amended by the Amended and Restated First Lien Term Loan Agreement dated as of August 6, 2014, (the "Loan Agreement") among the Grantors, the Collateral Agent and the lenders party thereto, the Grantors executed and delivered to the Collateral Agent (i) that certain Guaranty and Security Agreement by and among the Grantors and the Collateral Agent dated as of November 27, 2013, (the "Master Security Agreement") and (ii) that certain Trademark Security Agreement by and among certain of the Grantors and the Collateral Agent dated as of November 27, 2013 (the "Trademark Security Agreement") and, together with the Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, certain Grantors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005167, Frame 0765 on December 5, 2013; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. <u>Release of Security Interest</u>. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors, any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

- a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks"):
- b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Collateral Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. Bank National Association,

as Collateral Agent

Name: Title:

Vice President

Address for Notices: U.S. Bank

225 Asylum Street HARTHERD CT. 06103

# Schedule 1

## TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached.

[Schedule 1 - Trademark Release]

#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Patriot National Insurance Group, Inc.		11/27/2013	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	225 Asylum Street
Internal Address:	23rd Floor EX-CT-SS
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Association: UNITED STATES

#### PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3929872	
Registration Number:	4285634	
Registration Number:	4332954	FORZALIEN
Registration Number:	4332953	FORZA LIEN
Registration Number:	3549072	GUARANTEE GIC INSURANCE COMPANY WE FIND
Registration Number:	3522848	GUARANTEE INSURANCE COMPANY
Registration Number:	4337150	GUARANTEE INSURANCE COMPANY
Registration Number:	3695455	GUARANTEE INSURANCE GROUP
Registration Number:	4330926	GUARANTEE INSURANCE COMPANY
Registration Number:	4049879	PATRIOT NATIONAL INSURANCE GROUP
Registration Number:	4259194	PATRIOT NATIONAL INSURANCE GROUP
Registration Number:	3712884	PATRIOT RISK MANAGEMENT INC
Registration Number:	3790599	PATRIOT RISK SERVICES
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REEL: 005840 FRAME: 0748

Registration Number:	4352741	PATRIOT RISK SERVICES, INC.
Registration Number:	3861664	PATRIOT RISK SERVICES
Registration Number:	3826172	PATRIOT UNDERWRITERS, INC.
Registration Number:	3769095	PATRIOT UNDERWRITERS, INC.
Serial Number:	85864136	ALLIED STANDARD ASSET MANAGEMENT, LLC
Serial Number:	85965388	CARRIER AND TECHNOLOGY SOLUTIONS, INC.
Serial Number:	85856316	FORZA LIEN
Serial Number:	85671713	MY HEALTH IS EVERYTHING

#### **CORRESPONDENCE DATA**

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049111-0020
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/05/2013

#### Total Attachments: 7

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REEL: 005840 FRAME: 0749

#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 27, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by Patriot National Insurance Group, Inc. (the "**Grantor**") in favor of U.S. Bank National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of November 27, 2013 (the "Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

#### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### **SECTION 2.** Grant of Security Interest in Trademark Collateral

#### **SECTION 2.1** Grant of Security.

The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence: (collectively, the "**Trademark Collateral**"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

#### **SECTION 2.2** Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

#### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. Governing Law**

This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be construed in accordance with and be governed by the law of the State of New York.

#### **SECTION 5.** Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

Patriot National Insurance-Group, Inc.

By:

Name: Steven M. Mariano
Title: Chief Executive Officer
Date: November 27, 2013

Signature Page to Trademark Security Agreement

Accepted and Agreed:

U.S. Bank National Association,

as Collateral Agent

Same:

By

Title:

Philip G. Kape, Jr. Vice President

# SCHEDULE A to ${\it to}$ TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number Application Date	Registration Number Registration Date	Owner
ALLIED STANDARD ASSET MANAGEMENT, LLC ALLIED STANDARD	85864136 3/1/2013		Patriot National Insurance Group, Inc.
CARRIER AND TECHNOLOGY SOLUTIONS, INC.	85965388 6/20/2013		Patriot National Insurance Group, Inc.
FORZA LIEN	85856316 2/21/2013		Patriot National Insurance Group, Inc.
MY HEALTH IS EVERYTHING	85671713 7/9/2012		Patriot National Insurance Group, Inc.
Design Only	77906345 1/6/2010	3929872 3/8/2011	Patriot National Insurance Group, Inc.
Design Only	85644642 6/6/2012	4285634 2/5/2013	Patriot National Insurance Group, Inc.
FORZALIEN FORZALIEN	85671599 7/9/2012	4332954 5/7/2013	Patriot National Insurance Group, Inc.

FORZALIEN	85671581	4332953	Patriot National
	7/9/2012	5/7/2013	Insurance Group, Inc.
GUARANTEE GIC INSURANCE COMPANY WE FINDSOLUTIONS. GUARANTEE	77317649 10/31/2007	3549072 12/23/2008	Patriot National Insurance Group, Inc.
INSURANCE COMPANY			
GUARANTEE INSURANCE COMPANY	77317668	3522848	Patriot National
	10/31/2007	10/21/2008	Insurance Group, Inc.
GUARANTEE INSURANCE	85548475	4337150	Patriot National
COMPANY	2/21/2012	5/21/2013	Insurance Group, Inc.
GUARANTEE INSURANCE GROUP  GUARANTEE  INSURANCE GROUP	77698072	3695455	Patriot National
	3/24/2009	10/13/2009	Insurance Group, Inc.
GUARANTEE INSURANCE COMPANY GUARANTEE	85675555	4330926	Patriot National
	7/12/2012	5/7/2013	Insurance Group, Inc.
PATRIOT NATIONAL INSURANCE	77906342	4049879	Patriot National
GROUP	1/6/2010	11/1/2011	Insurance Group, Inc.
PATRIOT NATIONAL INSURANCE	85548417	4259194	Patriot National
GROUP	2/21/2012	12/11/2012	Insurance Group, Inc.

PATRIOT RISK MANAGEMENT INC.	77496795	3712884	Patriot National
	6/11/2008	11/17/2009	Insurance Group, Inc.
PATRIOT RISK SERVICES	77317733	3790599	Patriot National
	10/31/2007	5/18/2010	Insurance Group, Inc.
PATRIOT RISK SERVICES, INC.	85644438	4352741	Patriot National
	6/6/2012	6/18/2013	Insurance Group, Inc.
PATRIOT RISK SERVICES  A I S K S E R V I C E S	77729449	3861664	Patriot National
	5/5/2009	10/12/2010	Insurance Group, Inc.
PATRIOT UNDERWRITERS, INC.	77729437	3826172	Patriot National
	5/5/2009	7/27/2010	Insurance Group, Inc.
PATRIOT UNDERWRITERS, INC.	77706229	3769095	Patriot National
	4/3/2009	3/30/2010	Insurance Group, Inc.

RECORDED: 02/23/2016