

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXPRESSLINK, INC.		10/19/2016	Corporation: CALIFORNIA
CARTEL MARKETING, INC.		10/19/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2066072	INSURE EXPRESS	
Registration Number:	2809886	E EXPRESSLINK	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	78436.00068		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	10/19/2016		
Total Attachments: 7			

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SUPPLEMENT NO. 2 (this "Supplement") dated as of October 19, 2016, to the Second Lien Intellectual Property Security Agreement dated as of November 9, 2012 among the Persons listed on the signature pages hereof and ROYAL BANK OF CANADA ("Royal Bank"), as Collateral Agent (the "Collateral Agent") for the Secured Parties.

1. Reference is made to that certain Second Lien Credit Agreement dated as of November 9, 2012 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONFIE SEGUROS HOLDING CO., a Delaware corporation ("Holdings"), CONFIE SEGUROS HOLDING II CO., a Delaware corporation (the "Borrower"), Royal Bank, as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), and collateral agent (in such capacity and together with its successors and assigns, the "Collateral Agent"), each Lender from time to time party thereto and the other parties party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and each other Grantor are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

2. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Second Lien Intellectual Property Security Agreement referred to therein.

3. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Second Lien Intellectual Property Security Agreement in order to induce the Lenders to make Loans. Section 5.14 of the Second Lien Intellectual Property Security Agreement provides that certain Persons may become Grantors under the Second Lien Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Second Lien Intellectual Property Security Agreement in order to induce the Lenders to make Loans under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Second Lien Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Second Lien Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Second Lien Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of

Exhibit II-1

the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in or a charge over (as applicable), and hereby assigns to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties and their successors and assigns, all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Second Lien Intellectual Property Security Agreement) of the New Grantor, subject to the qualifications contained in the Second Lien Intellectual Property Security Agreement. Each reference to a "Grantor" in the Second Lien Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Second Lien Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including ".pdf" or ".tif" files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable) all of such Grantor's right, title and interest in and to the Collateral, including:

(a) the Patents (as defined in the Second Lien Intellectual Property Security Agreement) set forth in Schedule I hereto;

(b) the registered Trademarks (as defined in the Second Lien Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule I hereto; and

(c) the registrations in the United States of Copyrights (as defined in the Second Lien Intellectual Property Security Agreement) and Copyrights for which applications are pending set forth in Schedule I hereto.

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SECTION 6. The grant of a security interest in the Collateral by the Grantor under this Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Second Lien Intellectual Property Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Second Lien Intellectual Property Security Agreement, the terms of the Second Lien Intellectual Property Security Agreement shall govern.

SECTION 8. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights listed in Schedule I hereto.

SECTION 9. Except as expressly supplemented hereby, the Second Lien Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

Exhibit II-3

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Second Lien Intellectual Property Security Agreement.

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Exhibit II-4

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KE 43805744.3

TRADEMARK
REEL: 005904 FRAME: 0844

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Second Lien Intellectual Property Security Agreement as of the day and year first above written.

EXPRESSLINK, INC.
CARTEL MARKETING, INC.

By: 
Name: Michael Kaplan
Title: Chief Financial Officer

Jurisdiction of Formation: California
Address Of Chief Executive Office: 5230
Las Virgenes Road, Suite 250, Calabasas,
CA 91302

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Second Lien Intellectual Property Security Agreement as of the day and year first above written.

EXPRESSLINK, INC.
CARTEL MARKETING, INC.

By: _____
Name: Michael Kaplan
Title: Chief Financial Officer

Jurisdiction of Formation: California
Address Of Chief Executive Office: 5230
Las Virgenes Road, Suite 250, Calabasas,
CA 91302


ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name: **Susan Khokher**
Title: **Manager, Agency**

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

Trademarks and Trademark Applications

<u>Mark</u>	<u>Serial/ Application No.</u>	<u>Registration No.</u>	<u>Country</u>	<u>Application/ Registration Date</u>	<u>Applicant/ Owner</u>
INSURE EXPRESS	74264677	2066072	United States	June 3, 1997	Cartel Marketing, Inc.
 ExpressLink E EXPRESSLINK	76430891	2809886	United States	February 3, 2004	Expresslink, Inc.

United States Copyrights and Copyright Applications

<u>Title</u>	<u>Registration No./Date</u>	<u>Owner</u>
Application for auto insurance offered by Cartel Marketing, Inc.	TX0003290841 1992-03-30	Cartel Marketing, Inc.
Insure express 2000.	TX0004857495 1998-09-10	Cartel Marketing, Inc.