

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smith Brothers Insurance, LLC		11/08/2016	Limited Liability Company: CONNECTICUT
InterWest Insurance Services, LLC		11/08/2016	Limited Liability Company: DELAWARE
Bearence Management Group, L.L.C.		11/08/2016	Limited Liability Company: IOWA
Sterling & Sterling LLC		11/08/2016	Limited Liability Company: NEW YORK
The Phoenix Company, LLC		11/08/2016	Limited Liability Company: NORTH CAROLINA

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada
<b>Street Address:</b>	20 King Street West
<b>Internal Address:</b>	4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
<b>Serial Number:</b>	87132414	FITNESSPAK CLUB INSURANCE SPECIALISTS
<b>Serial Number:</b>	87109063	ASDAWEST ASPHALT SURFACE DEVELOPMENT ASS
<b>Serial Number:</b>	86913768	STERLING ANALYTICS LEGAL SAVINGS UNLOCKE
<b>Serial Number:</b>	86913816	STERLING ANALYTICS
<b>Serial Number:</b>	86909375	SAFETYNET
<b>Serial Number:</b>	86333950	MORE THAN A TPA · YOUR TRUSTED PARTNERS
<b>Serial Number:</b>	86005631	STERLING ANALYTICS
<b>Serial Number:</b>	85886292	COREFOCUS
<b>Serial Number:</b>	85879228	STERLINGRISK
<b>Serial Number:</b>	85827940	RENEW BISQUITS
<b>Serial Number:</b>	85393668	FITNESSPAK CLUB INSURANCE SPECIALISTS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85293808	RENEW GOLD
Serial Number:	85205391	THE PHOENIX COMPANY
Serial Number:	77410272	BEARENCE
Serial Number:	76684502	SMITH BROTHERS. BE SURE.
Serial Number:	77164524	REDUCE RISK SPEND LESS
Serial Number:	77021246	RISK PROFILE SYSTEM
Serial Number:	77020122	REDUCE RISK. SPEND LESS.
Serial Number:	77013685	SUREWATCH
Serial Number:	77013723	SURECOMP
Serial Number:	77013869	SURETECH
Serial Number:	77013796	SURETREND
Serial Number:	77013658	SURECOVER
Serial Number:	77010865	SURERISK
Serial Number:	76044442	SMITTY.COM
Serial Number:	76044443	SMITTY
Serial Number:	75808778	ES&P

#### CORRESPONDENCE DATA

Fax Number: 2123037064

*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: 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: 78436.00220

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 11/11/2016

#### Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated November 8, 2016, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of ROYAL BANK OF CANADA, as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Credit and Guaranty Agreement, dated as of November 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Borrower, the other Credit Parties party thereto, Royal Bank of Canada, as the Administrative Agent and Collateral Agent and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the entry into Hedge Agreements and Cash Management Agreements by the Lender Counterparties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of November 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the Administrative Agent and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Additional Collateral**”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(iv) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit 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.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signatures pages to follow]*

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

SMITH BROTHERS INSURANCE, LLC  
INTERWEST INSURANCE SERVICES, LLC  
BEARENCE MANAGEMENT GROUP, L.L.C.  
STERLING & STERLING LLC  
THE PHOENIX COMPANY, LLC

By:   
Name: Erin E. West  
Title: Treasurer

## Schedule A

### Trademarks

	Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
1.	FITNESSPAK CLUB INSURANCE SPECIALISTS	Pending	87132414	8/9/2016			INTERWEST INSURANCE SERVICIES, LLC
2.	ASDAWEST ASPHALT SURFACE DEVELOPMENT ASSOCIATION WEST	Pending	87109063	7/19/2016			INTERWEST INSURANCE SERVICES, LLC
3.	STERLING ANALYTICS LEGAL SAVINGS UNLOCKED	Registered	86913768	2/19/2016	5053800	10/4/2016	STERLING & STERLING LLC
4.	STERLING ANALYTICS	Registered	86913816	2/19/2016	5053806	10/4/2016	STERLING & STERLING LLC
5.	SAFETYNET	Pending	86909375	2/16/2016			STERLING & STERLING LLC
6.	MORE THAN A TPA · YOUR TRUSTED PARTNERS & ADVOCATES	Registered	86333950	7/10/2014	4742408	5/26/2015	STERLING & STERLING LLC
7.	STERLING ANALYTICS	Registered	86005631	7/9/2013	4587241	8/19/2014	STERLING & STERLING LLC
8.	COREFOCUS	Registered	85886292	3/26/2013	4685305	2/10/2015	BEARENCE MANAGEMENT GROUP, L.L.C.
9.	S STERLINGRISK	Registered	85879228	3/18/2013	4421656	10/22/2013	STERLING & STERLING LLC
10.	RENEW BISQUITS	Registered	85827940	1/21/2013	4777603	7/21/2015	THE PHOENIX COMPANY LLC
11.	FITNESSPAK CLUB INSURANCE SPECIALISTS	Registered	85393668	8/9/2011	4141732	5/15/2012	INTERWEST INSURANCE SERVICES, INC.
12.	RENEW GOLD	Registered	85293808	4/13/2011	4317667	4/9/2013	PHOENIX COMPANY LLC, THE
13.	THE PHOENIX COMPANY	Registered	85205391	12/23/2010	4478421	2/4/2014	THE PHOENIX COMPANY LLC
14.	BEARENCE	Registered	77410272	2/29/2008	3546227	12/16/2008	TNE HOLDINGS, LLC

15.	SMITH BROTHERS. BE SURE.	Registered	76684502	11/30/2007	3465059	7/15/2008	SMITH BROTHERS INSURANCE, INC.
16.	REDUCE RISK SPEND LESS	Registered	77164524	4/24/2007	3394311	3/11/2008	STERLING & STERLING LLC
17.	RISK PROFILE SYSTEM	Registered	77021246	10/13/2006	3387048	2/19/2008	STERLING & STERLING LLC
18.	REDUCE RISK. SPEND LESS.	Registered	77020122	10/12/2006	3427422	5/13/2008	STERLING & STERLING LLC
19.	SUREWATCH	Registered	77013685	10/4/2006	3419003	4/29/2008	STERLING & STERLING LLC
20.	SURECOMP	Registered	77013723	10/4/2006	3427400	5/13/2008	STERLING & STERLING LLC
21.	SURETECH	Registered	77013869	10/4/2006	3441305	6/3/2008	STERLING & STERLING LLC
22.	SURETREND	Registered	77013796	10/4/2006	3414991	4/22/2008	STERLING & STERLING LLC
23.	SURECOVER	Registered	77013658	10/4/2006	3427399	5/13/2008	STERLING & STERLING LLC
24.	SURERISK	Registered	77010865	9/29/2006	3319233	10/23/2007	STERLING & STERLING LLC
25.	SMITTY.COM	Registered	76044442	5/10/2000	2497972	10/16/2001	SMITH BROTHERS INSURANCE, INC.
26.	SMITTY	Registered	76044443	5/10/2000	2497973	10/16/2001	SMITH BROTHERS INSURANCE, INC.
27.	ES&P	Registered	75808778	9/27/1999	2495486	10/9/2001	STERLING & STERLING LLC