

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PURE Risk Management, LLC		01/20/2017	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	211 Perimeter Center Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Domestic Bank: GEORGIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4976481	CYBERSAFE KNOWLEDGE CENTER
Registration Number:	5075288	CYBERSAFE SOLUTIONS
Registration Number:	4809481	PUREQ
Registration Number:	4809482	PUREQ
Registration Number:	4809442	THE PURE360
Registration Number:	4756929	PURE PARAGON MODEL BROKER DESIGNATION
Registration Number:	4809321	PURE360
Registration Number:	4756853	PURE PARAGON
Registration Number:	4689477	MEMBER ENTHUSIASM INSPIRES US EVERY DAY
Registration Number:	4470952	THE POWER OF ALIGNMENT
Registration Number:	4484439	LOVE YOUR INSURANCE
Registration Number:	4508144	MEMBER ENTHUSIASM LIKE THIS INSPIRES US
Registration Number:	4553145	INNOVATIVE. PROACTIVE. AND DEDICATED TO
Registration Number:	4472590	PURE LOVE YOUR INSURANCE
Registration Number:	4472591	PURE LOVE YOUR INSURANCE
Registration Number:	4472581	PURE INSURANCE
Registration Number:	4385603	LOVE INSURANCE
Registration Number:	4472580	PURE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4460192	PURE FLOOD ADVANTAGE
Registration Number:	4460191	PURE FLOOD EXTENSION
Registration Number:	4460193	PURE FLOOD SOLUTIONS
Registration Number:	4472280	THE POWER OF MUTUALITY
Registration Number:	4460110	PURE MEMBER ADVOCATE
Registration Number:	4353545	
Registration Number:	4431211	PURE
Registration Number:	4023848	THE PURE PROMISE
Registration Number:	3626724	PURE NOW, THERE'S A BRIGHT IDEA
Registration Number:	3513189	PURE HIGH NET WORTH INSURANCE

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: KING & SPALDING

Address Line 1: 100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	01/24/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

January 20, 2017

WHEREAS, PURE Risk Management, LLC (herein called "Grantor") owns certain Trademarks; and

WHEREAS, Privilege Underwriters, Inc., a Delaware corporation (the "Borrower"), SunTrust Bank, as administrative agent (in such capacity, the "Administrative Agent" or "Grantee"), and the Lenders party thereto have entered into a Credit Agreement dated as January 20, 2017 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of January 20, 2017 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties a continuing security interest in various assets of Grantor, including a continuing security interest in all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark, including the applied for or registered U.S. Trademarks identified in Schedule 1 hereto; and
- (b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing;

provided that, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Collateral, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

Capitalized terms used herein without definition are used as defined in the Credit Agreement or in the Security Agreement.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm

that the rights and remedies of Grantee 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 of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

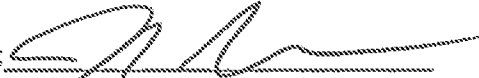
This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Credit Agreement and Security Agreement for any reason.

[Signature page follows]

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

PURE RISK MANAGEMENT, LLC

By: PRIVILEGE UNDERWRITERS, INC.,
its sole member

By: 

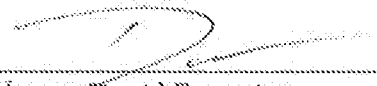
Name: Jeffrey Paraschac
Title: Executive Vice President, Chief
Financial Officer & Treasurer

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

TRADEMARK
REEL: 005974 FRAME: 0014

Acknowledged and Agreed as of the date hereof.

SUNTRUST BANK,
as Administrative Agent

By: 
Name: David Fournier
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005974 FRAME: 0015

Schedule 1

Trademarks

Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
CYBERSAFE KNOWLEDGE CENTER	86644051	5/28/2015	4976481	6/14/2016	PURE RISK MANAGEMENT, LLC
CYBERSAFE SOLUTIONS	86644049	5/28/2015	5075288	11/1/2016	PURE RISK MANAGEMENT, LLC
PUREQ	86213712	3/6/2014	4809481	9/8/2015	PURE RISK MANAGEMENT, LLC
PUREQ	86213713	3/6/2014	4809482	9/8/2015	PURE RISK MANAGEMENT, LLC
THE PURE 360	86191621	2/12/2014	4809442	9/8/2015	PURE RISK MANAGEMENT, LLC
PURE PARAGON MODEL BROKER DESIGNATION	86174559	1/24/2014	4756929	6/16/2015	PURE RISK MANAGEMENT, LLC
PURE 360	86146725	12/18/2013	4809321	9/8/2015	PURE RISK MANAGEMENT, LLC
PURE PARAGON	86146509	12/17/2013	4756853	6/16/2015	PURE RISK MANAGEMENT, LLC
MEMBER ENTHUSIASM INSPIRES US EVERY DAY	86061791	9/11/2013	4689477	2/17/2015	PURE RISK MANAGEMENT, LLC
THE POWER OF ALIGNMENT	86017843	7/23/2013	4470952	1/21/2014	PURE RISK MANAGEMENT, LLC
LOVE YOUR INSURANCE	85969407	6/25/2013	4484439	2/18/2014	PURE RISK MANAGEMENT, LLC

Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
MEMBER ENTHUSIASM LIKE THIS INSPIRES US EVERY DAY	85965434	6/20/2013	4508144	4/1/2014	PURE RISK MANAGEMENT, LLC
INNOVATIVE. PROACTIVE. AND DEDICATED TO AN EXCEPTIONAL MEMBER EXPERIENCE.	85965438	6/20/2013	4553145	6/17/2014	PURE RISK MANAGEMENT, LLC
PURE LOVE YOUR INSURANCE	85911357	4/22/2013	4472590	1/21/2014	PURE RISK MANAGEMENT, LLC
PURE LOVE YOUR INSURANCE	85911362	4/22/2013	4472591	1/21/2014	PURE RISK MANAGEMENT, LLC
PURE INSURANCE	85903015	4/12/2013	4472581	1/21/2014	PURE RISK MANAGEMENT, LLC
LOVE INSURANCE	85794945	12/5/2012	4385603	8/13/2013	PURE RISK MANAGEMENT, LLC
PURE	85903012	4/12/2013	4472580	1/21/2014	PURE RISK MANAGEMENT, LLC
PURE FLOOD ADVANTAGE	85855810	2/21/2013	4460192	12/31/2013	PURE RISK MANAGEMENT, LLC
PURE FLOOD EXTENSION	85855809	2/21/2013	4460191	12/31/2013	PURE RISK MANAGEMENT, LLC
PURE FLOOD SOLUTIONS	85855812	2/21/2013	4460193	12/31/2013	PURE RISK MANAGEMENT, LLC
THE POWER OF MUTUALITY	85794528	12/4/2012	4472280	1/21/2014	PURE RISK MANAGEMENT, LLC
PURE MEMBER ADVOCATE	85794522	12/4/2012	4460110	12/31/2013	PURE RISK MANAGEMENT, LLC

Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Design Only	85755395	10/16/2012	4353545	6/18/2013	PURE RISK MANAGEMENT, LLC
PURE	85754810	10/16/2012	4431211	11/12/2013	PURE RISK MANAGEMENT, LLC
THE PURE PROMISE	85147626	10/7/2010	4023848	9/6/2011	PURE RISK MANAGEMENT, LLC
PURE NOW, THERE'S A BRIGHT IDEA	77595928	10/20/2008	3626724	5/26/2009	PURE RISK MANAGEMENT, LLC
PURE HIGH NET WORTH INSURANCE	77087035	1/19/2007	3513189	10/7/2008	PURE RISK MANAGEMENT, LLC