

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orchid Underwriters Agency, LLC		03/17/2017	Limited Liability Company: FLORIDA
Orchid Underwriters Agency Holdings LLC		03/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4421140	ORCHID	
Registration Number:	4421142		
Registration Number:	5150281	ORCHID	
Registration Number:	5150242	ORCHID THE FIRST CHOICE.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	03/17/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of March 17, 2017 by each Grantor signatory hereto (each a "Grantor" and, collectively, the "Grantors"), in favor of NEWSTAR FINANCIAL, INC., in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties ("Agent") pursuant to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, each Grantor, the other Guarantors party thereto (collectively with the Grantors, each a "Loan Party" and collectively, the "Loan Parties"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Borrower by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by each Grantor's trademarks, patents, copyrights, intellectual property licenses and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Secured Parties are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the UCC and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents, Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents, and the Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of each Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Loan Agreement, of a Lien on and a security interest in, all of each Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each of its United States trademark registrations and trademark applications, including, without limitation, those listed on Schedule I annexed hereto, each of its United States patents, including without limitation, those listed on Schedule II, each of its United States copyrights, including, without limitation, those listed on Schedule III (such trademarks, patents and copyrights referred to as the "Trademarks", "Patents" and "Copyrights" respectively), together with any renewals, reversions,

reissues, reexaminations, continuations, continuations-in-part, divisionsals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all income, royalties, liabilities, products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, each Grantor hereby covenants and agrees that Agent, for the benefit of Secured Parties and as the holder of a security interest under the UCC, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as each Grantor's true and lawful attorney-in-fact, with the power to endorse each Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

6. Grantors Remain Liable. Each Grantor hereby agrees that anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility (including all costs and expenses in connection therewith) for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Copyrights, Patents and Trademarks, as applicable, subject to a security interest hereunder.

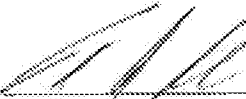
7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**ORCHID UNDERWRITERS AGENCY,
LLC**

By: 
Name: Timothy Byrne, Sr.
Title: Executive Vice President

**ORCHID UNDERWRITERS AGENCY
HOLDINGS LLC**


By: _____
Name: Alex Earls
Title: Vice President and Assistant
Secretary

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**ORCHID UNDERWRITERS AGENCY,
LLC**

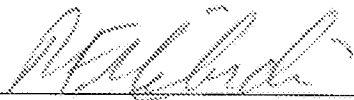
By: _____
Name: Timothy Byrne, Sr.
Title: Executive Vice President

**ORCHID UNDERWRITERS AGENCY
HOLDINGS LLC**

By: 
Name: Alex Earls
Title: Vice President and Assistant
Secretary

Agreed and Accepted,

NEWSTAR FINANCIAL, INC.,
as Agent

By: 
Name: Robert F. Milordi
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006012 FRAME: 0894

SCHEDULE I

TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant	Jurisdiction
ORCHID	85855432	2/20/13	4421140	10/22/13	Registered	Orchid Underwriters Agency, LLC	U.S
DESIGN ONLY	85855480	2/20/13	4421142	10/22/13	Registered	Orchid Underwriters Agency, LLC	U.S
ORCHID	87089648	6/30/16	5150281	2/28/2017	Registered	Orchid Underwriters Agency, LLC	U.S.
ORCHID THE FIRST CHOICE.	87088007	6/29/16	5150242	2/28/2017	Registered	Orchid Underwriters Agency, LLC	U.S.

SCHEDULE II

PATENT REGISTRATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [] (“Grantor”) is the registered owner of the (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [Trademarks/Patents/Copyrights];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated as of March 17, 2017, among, among others, Grantor and certain of its affiliates, all of its present and future right, title and interest in and to the [Trademarks/Patents/Copyrights] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the ____ day of _____.

[]

By: _____