

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USI Consulting Group, Inc.		05/16/2017	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	222 Broadway		
Internal Address:	14th Floor mail code: NY3-222-14-03		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2682518	USIRA	
Registration Number:	2530212	USI CONSULTING GROUP	
Registration Number:	2448414	DIRECT SOLUTIONS	
Registration Number:	2340453	DIRECT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
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:	042525-0097		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	05/19/2017		

CH \$115.00 2682518

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 16, 2017, is made by USI Insurance Services LLC, a Delaware limited liability company, USI Consulting Group, Inc., a Connecticut corporation, and My Benefit Advisor, LLC, a New York limited liability corporation (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Security Agreement, dated as of May 16, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among USI Guarantor, Inc., a Delaware corporation as Holdings ("Holdings"), USIS Merger Sub, Inc., a Delaware corporation and Wholly-Owned Subsidiary of Holdings ("Merger Sub"), which, on the Closing Date, shall be merged with Onex USI Holdings Corp., a Delaware corporation ("USIH") (with USIH as the merged company), which, on the Closing Date, shall be merged with USI, Inc., a Delaware corporation ("USI") (with USI as the merged company and, following the consummation of the Secondary Mergers, the "Borrower"), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and Bank of America, N.A., as collateral agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Merger Sub, USIH, the Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as the Administrative Agent and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiary Grantor that become a party thereto, have executed and delivered the Security Agreement, in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuer to make the Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. **DEFINITIONS.** UNLESS OTHERWISE DEFINED HEREIN OR THE CONTEXT OTHERWISE REQUIRES, TERMS USED IN THIS AGREEMENT, INCLUDING ITS PREAMBLE AND RECITALS, HAVE THE MEANINGS PROVIDED OR PROVIDED BY REFERENCE IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT.

2. **GRANTING CLAUSE.** EACH GRANTOR HEREBY GRANTS TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, ALL OF ITS RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING PROPERTY NOW OWNED OR AT ANY TIME HEREAFTER ACQUIRED BY SUCH GRANTOR OR IN WHICH SUCH GRANTOR NOW HAS OR AT ANY TIME IN THE FUTURE MAY ACQUIRE ANY RIGHT, TITLE OR INTEREST, BUT EXCLUDING ANY EXCLUDED PROPERTY (COLLECTIVELY, THE "**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 OBLIGATIONS:

(A) ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, BRAND NAMES, DOMAIN NAMES, CORPORATE NAMES, COMPANY NAMES, BUSINESS NAMES, FICTITIOUS BUSINESS NAMES, TRADE DRESS, LOGOS, OTHER SOURCE OR BUSINESS IDENTIFIERS AND DESIGNS, ALL REGISTRATIONS AND RECORDINGS THEREOF (IF ANY), ALL APPLICATIONS FOR THE REGISTRATION THEREOF, AND ALL EXTENSIONS OR RENEWALS THEREOF, INCLUDING THOSE U.S. REGISTERED TRADEMARKS AND APPLICATIONS THEREFOR LISTED ON **SCHEDULE A** HERETO, (B) ALL GOODWILL ASSOCIATED THEREWITH OR SYMBOLIZED THEREBY, (C) ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATED THERETO AND ALL RIGHTS TO SUE AT LAW OR IN EQUITY FOR ANY INFRINGEMENT, DILUTION OR OTHER VIOLATION OR IMPAIRMENT THEREOF, AND INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM; **PROVIDED** THAT, APPLICATIONS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TO REGISTER TRADEMARKS OR SERVICE MARKS ON THE BASIS OF SUCH GRANTOR'S "INTENT TO USE" SUCH TRADEMARKS OR SERVICE MARKS SHALL BE EXCLUDED FROM THE COLLATERAL PRIOR TO THE FILING AND ACCEPTANCE OF AN AMENDMENT TO ALLEGE USE OR A STATEMENT OF USE WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE WITH RESPECT THERETO, BUT SOLELY TO THE EXTENT, IF ANY, AND SOLELY DURING THE PERIOD, IF ANY, IN WHICH, THE GRANT OF A SECURITY INTEREST IN SUCH APPLICATION WOULD IMPAIR THE VALIDITY OR ENFORCEABILITY OF ANY REGISTRATION ISSUING FROM SUCH APPLICATION UNDER APPLICABLE FEDERAL LAW.

3. **PURPOSE.** THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED BY EACH GRANTOR FOR THE PURPOSE OF RECORDING THE GRANT OF SECURITY INTEREST HEREIN WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. THE SECURITY INTEREST GRANTED HEREBY HAS BEEN GRANTED TO THE SECURED PARTIES IN CONNECTION WITH THE SECURITY AGREEMENT AND IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS THEREOF. THE SECURITY AGREEMENT (AND ALL RIGHTS AND REMEDIES OF THE SECURED PARTIES THEREUNDER) SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.

4. **ACKNOWLEDGMENT.** EACH GRANTOR DOES HEREBY FURTHER ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF THE SECURED PARTIES WITH RESPECT TO THE SECURITY INTEREST IN THE COLLATERAL GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH (INCLUDING THE REMEDIES PROVIDED FOR THEREIN) ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SECURITY AGREEMENT, THE TERMS OF THE SECURITY AGREEMENT SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE CREDIT AGREEMENT, THE TERMS OF THE CREDIT AGREEMENT SHALL GOVERN.

5. **COUNTERPARTS.** THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME ORIGINAL.

6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

USI INSURANCE SERVICES LLC,

as Grantor

By: _____

Name: Ernest J. Newborn, II

Title: Senior Vice President,
General Counsel and Secretary

MY BENEFIT ADVISOR, LLC

USI CONSULTING GROUP, INC.,

each as Grantor

By: _____

Name: Ernest J. Newborn, II

Title: Secretary

[Signature Page for the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006064 FRAME: 0660

BANK OF AMERICA, N.A.,
as the Collateral Agent

By:



Name: Paley Chen


Title: Vice President

[Signature Page for the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006064 FRAME: 0661

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	REGISTRATION / APPLICATION NUMBER	TRADEMARK
USI Insurance Services LLC	87108797 ITU	BENEFITS CUBE
USI Insurance Services LLC	86161301/ 5142104	MEC CHOICE
USI Insurance Services LLC	86161296/ 5137874	AVENTRA
USI Insurance Services LLC	86385751 ITU	OMNI KNOWLEDGE ENGINE
USI Insurance Services LLC	86318240/ 5129454	USI ONE
USI Insurance Services LLC	86378891/ 4805350	USI ONE ADVANTAGE
USI Insurance Services LLC	85488368/ 4597565	USI SOLUTIONS
USI Insurance Services LLC	85575722/ 4310812	MEMBER BENEFITS MARKETPLACE
USI Insurance Services LLC	85567603/ 4347802	LAWYERS COMPLETE
USI Insurance Services LLC	78425137/ 3169480	USI AFFINITY
USI Insurance Services LLC	78254401/ 2996951	AFFINITY ACCESS
USI Insurance Services LLC	77551405/ 3825744	PREMIER PROPERTIES
USI Insurance Services LLC	77711258/ 4032031	HEALTHY MOTIVATIONS
USI Insurance Services LLC	76716207/ 4790729	TRIP CARE COMPLETE
USI Insurance Services LLC	76028172/ 2613891	USI 
USI Insurance Services LLC	76716633/ 4650800	MEDEVAC200



USI Insurance Services LLC	76714903/ 4523720	VISIT USA-HEALTHCARE
USI Insurance Services LLC	76714901/ 4512993	IMED
USI Insurance Services LLC	76714900/ 4527347	WORLDMED INSURANCE
USI Insurance Services LLC	76714899/ 4527346	INTERMEDICAL INSURANCE
USI Insurance Services LLC	76714898/ 4512992	WMED
USI Insurance Services LLC	76714897/ 4512991	WWGP
USI Insurance Services LLC	76714896/ 4512990	VUSA
USI Insurance Services LLC	76714895/ 4527345	WORLDWIDE GROUP PROTECTOR
USI Insurance Services LLC	76111350/ 2531670	TRAVEL INSURANCE SELECT
USI Consulting Group, Inc.	76229661/ 2682518	USIRA
USI Consulting Group, Inc.	75587834/ 2530212	USI CONSULTING GROUP
USI Consulting Group, Inc.	75780649/ 2448414	DIRECT SOLUTIONS Direct Solutions
USI Consulting Group, Inc	75597624/ 2340453	DIRECT SOLUTIONS
USI Insurance Services LLC	77032281/ 3374910	FUTURECOMP
My Benefit Advisor, LLC	85631826/ 4337500	MY BENEFIT ADVISOR
USI Insurance Services LLC	78490825/ 3185527	ALUMNI ID RECOVERY
USI Insurance Services LLC	78465871/ 3001717	ALUMNI PETHEALTH
USI Insurance Services LLC	78403883/ 3026979	THE ALUMNI TRAVEL INSURANCE PROGRAM
USI Insurance Services LLC	78118032/ 2787593	THE ALUMNI AUTO AND HOME INSURANCE PROGRAM
USI Insurance Services LLC	78012043/ 2705422	SENIOR ALUMNITERM

USI Insurance Services LLC	77268326/ 3418089	ALUMNITERM 10/20
USI Insurance Services LLC	76718411	RAPID ID RECOVERY
USI Insurance Services LLC	76573622/ 3056831	ALUMNIANNUITY
USI Insurance Services LLC	76714430/ 4503527	ALUMNI DISABILITY INCOME PLAN
USI Insurance Services LLC	76713527/ 4378021	COVERVANTAGE
USI Insurance Services LLC	76713155/ 4412560	NEW GRAD ZONE
USI Insurance Services LLC	76712970/ 4412559	ALUMNI PETHEALTH PET HEALTH INSURANCE 
USI Insurance Services LLC	76710331/ 4200399	ALUMNITERM 50+
USI Insurance Services LLC	76709871/ 4192299	ALUMNIHIP HOSPITAL INDEMNITY PLAN 
USI Insurance Services LLC	76709869/ 4192298	ALUMNIAD&D ACCIDENTAL DEATH & DISMEMBERMENT 
USI Insurance Services LLC	76709343/ 4296703	READYMED 
USI Insurance Services LLC	76709340/ 4296702	READYMED SHORT TERM MEDICAL (STM) 
USI Insurance Services LLC	76708164/ 4192291	READYMED
USI Insurance Services LLC	76707136/ 4043632	ALUMNIMORTGAGE
USI Insurance Services LLC	76707059/ 4047294	ALUMNI MORTGAGE

USI Insurance Services LLC 76705978/ 4007880



ALUMNI MORTGAGE NEW HOME & REFINANCING

USI Insurance Services LLC 76387680/ 2855524



ALUMNIABROAD

USI Insurance Services LLC 76214295/ 2515137

ALUMNI INSURANCE PROGRAM

USI Insurance Services LLC 75852996/ 2653110

GRADGIFT

USI Insurance Services LLC 75670340/ 2385056

AMERICAN INSURANCE ADMINISTRATORS

USI Insurance Services LLC 75670339/ 2380896

THE ALUMNI LIFE INSURANCE PROGRAM



USI Insurance Services LLC 75670338/ 2389435

ESTATETERM

USI Insurance Services LLC 75433211/ 2363611

THE ALUMNI HEALTH INSURANCE PROGRAM



USI Insurance Services LLC 75415928/ 2543199

ALUMNILTC

USI Insurance Services LLC 75339336/ 2355676

ALUMNITERM

USI Insurance Services LLC 75045633/ 2111240

ALUMNIDENT

USI Insurance Services LLC 74553134/ 2109386

ALUMNIMED+

USI Insurance Services LLC	74398254/ 1824612	SUPLIMED65+
USI Insurance Services LLC	74203931/ 1796069	PROTECTORMED+
USI Insurance Services LLC	74084159/ 1724755	GRADMED