

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEFFERNAN INSURANCE BROKERS		06/02/2017	Corporation: CALIFORNIA
SOCIUS INSURANCE SERVICES, INC.		06/02/2017	Corporation: CALIFORNIA
TANGRAM INSURANCE SERVICES, INC.		06/02/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK LEUMI		
<b>Street Address:</b>	350 MADISON AVENUE, 5TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4198362	H HEFFERNAN GROUP	
<b>Registration Number:</b>	4830272	COMMUNITY FIRST NONPROFIT INSURANCE SOLU	
<b>Registration Number:</b>	3429807	SOCIUS	
<b>Registration Number:</b>	4209274	TANGRAM INSURANCE SERVICES	
<b>Registration Number:</b>	4868271	OPTEM@IL	
<b>Registration Number:</b>	4547314	NTSG NATIONAL TRUCK SERVICES GROUP	
<b>Registration Number:</b>	4595192	NTSG NATIONAL TRUCK SERVICES GROUP	
<b>Registration Number:</b>	4538658	NTSG NATIONAL TRUCK SERVICES GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105647794		
<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>			
<b>Phone:</b>	4242147052		
<b>Email:</b>	tjstrademark@sycr.com		
<b>Correspondent Name:</b>	Dayan Rosen		
<b>Address Line 1:</b>	100 Wilshire Blvd., Fourth Floor		
<b>TRADEMARK</b>			

CH \$215.00 4198362

<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90401
<b>ATTORNEY DOCKET NUMBER:</b>	104763-0001
<b>NAME OF SUBMITTER:</b>	Dayan Rosen
<b>SIGNATURE:</b>	/Dayan Rosen/
<b>DATE SIGNED:</b>	06/06/2017
<b>Total Attachments: 5</b> source=TM_Security_Agreement#page1.tif source=TM_Security_Agreement#page2.tif source=TM_Security_Agreement#page3.tif source=TM_Security_Agreement#page4.tif source=TM_Security_Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of June 2, 2017, is made by Heffernan Insurance Brokers, a California corporation (“**HIB**”), Socius Insurance Services, Inc., a California corporation (“**SIS**”) and Tangram Insurance Services, Inc., a California corporation (“**TIS**” and together with HIB and SIS, collectively and jointly and severally referred to herein as “**Grantor**”) in favor of Bank Leumi (the “**Secured Party**”).

Grantor, certain affiliated parties and Secured Party have entered into various loan documents as of even date herewith, including a Security Agreement dated as of even date herewith (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and trademark applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

3. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

4. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

Bank Leumi

By: Paul E. King  
Print Name: Paul E. King  
Title: First Vice President

GRANTOR

Heffernan Insurance Brokers

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTOR

Socius Insurance Services, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTOR

Tangram Insurance Services, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

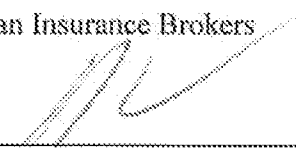
SECURED PARTY

Bank Leumi

By: \_\_\_\_\_  
Print Name:  
Title:

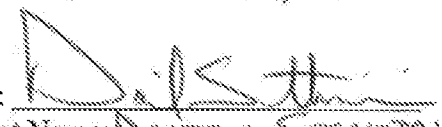
GRANTOR

Heffernan Insurance Brokers

By:   
Print Name: F. Michael Heffernan  
Title: President; CEO

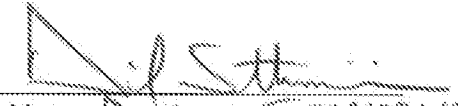
GRANTOR

Socius Insurance Services, Inc.

By:   
Print Name: Danielle Schastman  
Title: CFO and Treasurer

GRANTOR

Tangram Insurance Services, Inc.

By:   
Print Name: Danielle Schastman  
Title: CFO and Treasurer

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>GRANTOR</b>	<b>TRADEMARK - NAME</b>	<b>SERIAL #</b>	<b>REGISTRATION #</b>
Heffernan Insurance Brokers	Heffernan Group	85521810	4198362
Heffernan Insurance Brokers	Community First - Nonprofit Insurance Solutions	86455711	4830272
Socius Insurance Services, Inc.	Socius	77196008	3429807
Tangram Insurance Services, Inc.	Tangram Insurance Services	85520756	4209274
Heffernan Insurance Brokers	OptEm@il	86488952	4868271
Heffernan Insurance Brokers	National Truck Services Group	86088487	4547314
Heffernan Insurance Brokers	National Truck Services Group	85712799	4595192
Heffernan Insurance Brokers	National Truck Services Group	85712796	4538658