

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM438429

<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>
Worldwide Insurance Network, Inc.		08/04/2017	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank		
<b>Street Address:</b>	P.O. Box 10566		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35296		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3970041	SMART CHOICE	
<b>Registration Number:</b>	4375514	SMART START	
<b>Registration Number:</b>	3973602	SMART CHOICE	
<b>Registration Number:</b>	3641162	SMART CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	08/08/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**"), dated as of August 4, 2017, is made by and between Worldwide Insurance Network, Inc., a North Carolina corporation, having a business location at the address set forth below next to its signature (the "**Debtor**"), and Compass Bank, ("**Compass**"), having a business location at the address set forth below next to its signature.

### Recitals

A. Debtor, DMSC-I, L.L.C., a North Carolina limited liability company ("**DMSC**" – and together with Debtor collectively, "**Borrowers**" or individually a "**Borrower**"), and Compass are parties to a Loan Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "**Loan Agreement**"), dated the same date as this Agreement, setting forth the terms on which Compass may now or hereafter extend credit to or for the account of Borrowers.

B. As a condition to extending credit to or for the account of Borrowers, Compass has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"**Security Interest**" has the meaning given in Section 2.

"**Trademark Collateral**" has the meaning given in Section 2.

"**Trademarks**" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (f) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants to Compass a continuing security interest (the "**Security Interest**") in the Debtor's Trademarks and all products and proceeds thereof (collectively, the "**Trademark Collateral**"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Compass herein are granted in furtherance, and not in limitation of, the security interests granted to Compass pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify

the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Compass with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which rights and remedies are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern. Notwithstanding anything to the contrary, this Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Revolving Commitment has terminated or expired and (ii) all of the Obligations have been paid and performed in full other than contingent indemnification obligations as to which no claim has been made.

#### 4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Compass and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Compass to exercise any right, remedy, or option under this Agreement, or delay by Compass in exercising the same, will operate as a waiver thereof. No waiver by Compass will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Compass under this Agreement shall be cumulative. No exercise by Compass of one right or remedy shall be deemed an election, and no waiver by Compass shall be deemed a continuing waiver. All notices to be given to Debtor or Compass under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND COMPASS HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND COMPASS REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

WORLDWIDE INSURANCE NETWORK, INC.

Worldwide Insurance Network, Inc.  
4121 Beechwood Drive  
Greensboro, NC 27410  
Attn: James W. Miles, Jr.

By:   
Name: James W. Miles, Jr.  
Title: Executive Vice President

COMPASS BANK

Compass Bank  
P.O. Box 10366  
Birmingham, AL 35296  
Attention: Loan Operations

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

Trademark Security Agreement

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

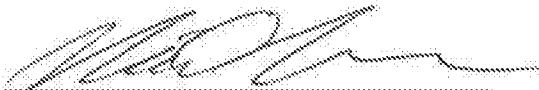
WORLDWIDE INSURANCE NETWORK, INC.

Worldwide Insurance Network, Inc.  
4121 Beechwood Drive  
Greensboro, NC 27410  
Attn: James W. Miles, Jr.

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

COMPASS BANK

Compass Bank  
P.O. Box 10566  
Birmingham, AL 35296  
Attention: Loan Operations

By:   
Name: Michael Henderson  
Title: Senior Vice President

Trademark Security Agreement

Exhibit A to Trademark Security Agreement

TRADEMARKS

Trademark	Registration No.	Registration Date
SMART CHOICE	FEDTM 3970041	May 31, 2011
SMART START	FEDTM 4375514	July 30, 2013
SMART CHOICE	FEDTM 3973602	June 7, 2011
SMART CHOICE	FEDTM 3641162	June 16, 2009