

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corporate Synergies Group, LLC		11/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3248810	BENEFITSVIP	
Registration Number:	3170420	CORPORATE SYNERGIES	
Registration Number:	4902186	INDUSTRY EMPLOYER PARTICIPANTS MARKET IN	
Registration Number:	3097226	ONLINESYNERGIES	
Registration Number:	3089274	ONLINESYNERGIES	
Registration Number:	4860045	SYNERGIES360	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Alok A. Choksi		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-276		
NAME OF SUBMITTER:	Alok A. Choksi		

CH \$165.00 3248810

SIGNATURE:	/Alok A. Choksi/
DATE SIGNED:	11/10/2017
Total Attachments: 5 source=First Lien Trademark Security Agreement#page1.tif source=First Lien Trademark Security Agreement#page2.tif source=First Lien Trademark Security Agreement#page3.tif source=First Lien Trademark Security Agreement#page4.tif source=First Lien Trademark Security Agreement#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 10, 2017 (this “Agreement”), among Corporate Synergies Group, LLC (the “Grantor”) and Ares Capital Corporation, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of November 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among FRP PARENT CORP., a Delaware corporation (“Initial Holdings”), FOUNDATION RISK PARTNERS, CORP., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party hereto and ARES CAPITAL CORPORATION, as the First Lien Administrative Agent, and (b) the First Lien Collateral Agreement dated of November 10, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

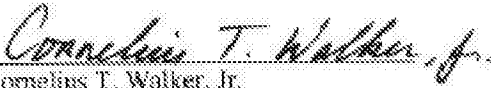
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

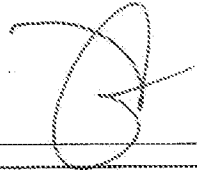
**CORPORATE SYNERGIES GROUP, LLC, as
Grantor**

By: 
Name: Cornelius T. Walker, Jr.
Title: Chief Financial Officer and Secretary

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 006203 FRAME: 0196**

**ARES CAPITAL CORPORATION, as First Lien
Collateral Agent**



By _____

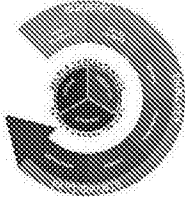
Name: _____

Title: _____

Mitchell Goldstein
Authorized Signatory

Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark & Design	Registration No.	Registration Date	Registered Owner
BENEFITSVIP	3,248,810	June 5, 2007	Corporate Synergies Group, LLC
CORPORATE SYNERGIES	3,170,420	November 14, 2006	Corporate Synergies Group, LLC
	4,902,186	February 16, 2016	Corporate Synergies Group, LLC
ONLINESYNERGIES	3,097,226	May 30, 2006	Corporate Synergies Group, LLC
<i>OnlineSynergies</i>	3,089,274	May 9, 2006	Corporate Synergies Group, LLC
SYNERGIES 360	4,860,045	November 24, 2015	Corporate Synergies Group, LLC