

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Insurance Services USA, Inc.		11/30/2017	Corporation: NORTH CAROLINA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	4491264	ANDAFEND	
Registration Number:	2189704	CYBERSURE	
Registration Number:	4491263	REVENURE	
Registration Number:	4700788	SAFEHOLD SPECIAL RISK	
Registration Number:	2541644	WEBNET PROTECTION	
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 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0121		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	11/30/2017		

CH \$140.00 4491264

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 30, 2017, is made by Wells Fargo Insurance Services USA, Inc., a North Carolina corporation (the "Grantor"), 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"), USI, Inc., a Delaware corporation (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 the 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 of May 16, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, 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, the 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, the 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 their respective 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, the Grantor agrees, for the benefit of the Collateral Agent and 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. The 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 the 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. The 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.

WELLS FARGO INSURANCE SERVICES USA,
INC.

as ~~Grantor~~

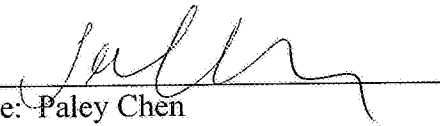
By 

Name: Ernest J. Newborn, II

Title: Senior Vice President,
General Counsel and Secretary

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

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: 006216 FRAME: 0885

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Wells Fargo Insurance Services USA, Inc.	N/A	Reg. No. 4491264	ANDAFEND
Wells Fargo Insurance Services USA, Inc.	N/A	Reg. No. 2189704	CYBERSURE
Wells Fargo Insurance Services USA, Inc.	N/A	Reg. No. 4491263	REVENSURE
Wells Fargo Insurance Services USA, Inc.	N/A	Reg. No. 4700788	
Wells Fargo Insurance Services USA, Inc.	N/A	Reg. No. 2541644	WEBNET PROTECTION