

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WNC INSURANCE SERVICES, INC.		01/31/2018	Corporation: CALIFORNIA
HIGHLAND INSURANCE SOLUTIONS LLC		01/31/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	CIT BANK, N.A.
Street Address:	30 SOUTH WACKER DRIVE
Internal Address:	SUITE 2900
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4198169	REPORT.NET
Registration Number:	4256522	GAPEXPRESS
Registration Number:	3701062	CERTUS I
Registration Number:	3555538	IREQUEST
Registration Number:	3555539	IREPORT
Registration Number:	3113609	ICLIENT
Registration Number:	2869403	WNC FIRST
Registration Number:	2828009	
Registration Number:	2819991	
Registration Number:	2817499	STRENGTH. SERVICE. SPECIALTY.
Registration Number:	2556196	IAMINSURED
Registration Number:	2571645	INSTRACK
Registration Number:	2629818	ICLIENT
Registration Number:	4885675	
Registration Number:	2656627	WNC FIRST
Registration Number:	4906483	HOMEOWNERSELECT

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TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3129021061*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.***Phone:** 312-577-8446**Email:** vickie.lee@kattenlaw.com**Correspondent Name:** VICKIE LEE c/o KATTEN MUCHIN ROSENMAN**Address Line 1:** 525 W. MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661-3693

NAME OF SUBMITTER:	VICKIE LEE
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SIGNATURE:	/VICKIE LEE/
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DATE SIGNED:	02/01/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by WNC INSURANCE SERVICES, INC., a California corporation (the “Borrower”) and HIGHLAND INSURANCE SOLUTIONS LLC, a California limited liability company (“Highland” and together with the Borrower, the “Grantors” and each a “Grantor”), in favor of CIT BANK, N.A. (the “Lender”).

Reference is made to that certain Revolving Loan Agreement dated as of the date hereof among the Borrower, WNC Insurance Holding Corp., a Delaware corporation, as Holdings, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

Reference is also made to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantors and the other parties thereto in favor of the Lender.

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefit from the extension of credit pursuant to the Loan Agreement and are willing to execute and deliver this Agreement in order to induce the Lender to extend such credit.

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 Security Agreement or the Loan Agreement, as applicable. The rules of construction specified in Section 1.2 of the Loan 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 Obligations, each Grantor, pursuant to the Security Agreement, did, and hereby does, grant the Lender, a security interest in, all of each Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any “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 the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such “intent to use” Trademark application matures into an “actual use” Trademark application by such Grantor’s receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “Amendment to Alleged Use” or “Statement of Use,” such “intent to use” Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such “actual use” Trademark application.

SECTION 3. **Security Agreement.** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to its choice of law rules).


SECTION 5. **Execution In Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or other electronic transmission shall be deemed to be an original signature hereto.

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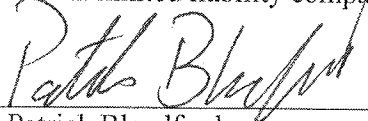
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTORS


WNC INSURANCE SERVICES, INC., a
California corporation



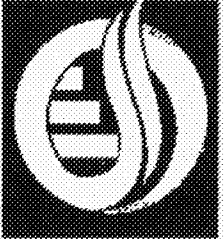
By: 
Name: Patrick Blandford
Title: Managing Director and Secretary

**HIGHLAND INSURANCE SOLUTIONS
LLC**, a California limited liability company

By: 
Name: Patrick Blandford
Title: Managing Director and Secretary

Schedule I

#	Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
1.	Report.Net (block letters)	85519382	01-18-2012	4198169	08-28-2012	Registered	WNC Insurance Services, Inc.
2.	Gapexpress (block letters)	85519414	01-18-2012	4256522	12-11-2012	Registered	WNC Insurance Services, Inc.
3.	CERTUS I (block letters)	77629912	12-10-2008	3701062	10-27-2009	Registered	WNC Insurance Services, Inc.
4.	IREQUEST (block letters)	77340220	11-29-2007	3555538	12-30-2008	Registered	WNC Insurance Services, Inc.
5.	IREPORT (block letters)	77340238	11-29-2007	3555539	12-30-2008	Registered	WNC Insurance Services, Inc.
6.	ICLIENT (word only)	78275453	07-17-2003	3113609	07-11-2006	Renewed (Registered)	WNC Insurance Services, Inc.
7.	WNC First (word only)	78235687	04-09-2003	2869403	08-03-2004	Registered	WNC Insurance Services, Inc.
8.	 (design only)	78235747	04-09-2003	2828009	03-30-2004	Registered	WNC Insurance Services, Inc.

#	Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
9.	 (design only)	78235810	04-09-2003	2819991	03-02-2004	Renewed (Registered)	WNC Insurance Services, Inc.
10.	Strength. Service. Specialty. (word only)	78235821	04-09-2003	2817499	02-24-2004	Renewed (Registered)	WNC Insurance Services, Inc.
11.	Iaminsured (word only)	78071815	06-29-2001	2556196	04-02-2002	Renewed (Registered)	WNC Insurance Services, Inc.
12.	Insttrack (word only)	78071817	06-29-2001	2571645	05-21-2002	Renewed (Registered)	WNC Insurance Services, Inc.
13.	 (word and design)	75913675	02-10-2000	2629818	10-08-2002	Renewed (Registered)	WNC Insurance Services, Inc.
14.	 (design only)	86657098	06-09-2015	4885675	01-12-2016	Registered	Highland Insurance Solutions, LLC
15.	WNC First (word only)	78071810	06-29-2001	2656627	12-03-2002	Renewed (Registered)	WNC Insurance Services, Inc.
16.	Homeownerselect	86647391	06-01-2015	4906483	02-23-2016	Registered	WNC Insurance

#	Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
	(block letters)						Services, Inc.
17.	WNC First Insurance Services (word only)	N/A	N/A	575557 (Louisiana)	09-30-2002	Renewed (Registered)	WNC Insurance Services, Inc.
18.	WNC First Insurance Services (word only)	N/A	N/A	1343113 (Ohio)	09-26-2002	Renewed (Registered)	WNC Insurance Services, Inc.
19.	WNC First Insurance Services (word only)	N/A	N/A	18219400 (North Dakota)	06-28-2002	Renewed (Registered)	WNC Insurance Services, Inc.
20.	WNC First Insurance Services (word only)	N/A	N/A	268832 (Arizona)	04-23-2002	Registered	WNC Insurance Services, Inc.
21.	WNC First Insurance Services (word only)	N/A	N/A	2002-00434192 (Wyoming)	04-15-2002	Registered	WNC Insurance Services, Inc.