

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464257

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|---|--|-----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Macquarie US Trading LLC, as Retiring Agent | | 03/05/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Successor Agent | | |
| Street Address: | 500 W. Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3733891 | SEAWAVE YACHT INSURANCE | |
| Registration Number: | 3733890 | SEAWAVE | |
| Registration Number: | 4817632 | PRIME TIME BOAT INSURANCE | |
| Registration Number: | 4827111 | PRIME TIME BOAT INSURANCE | |
| Registration Number: | 4854542 | PRIME TIME HIGH PERFORMANCE | |
| Registration Number: | 4279798 | PRIME TIME HIGH PERFORMANCE | |
| Registration Number: | 4889144 | ATLASS INSURANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 312-993-2622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | Gayle D. Grocke c/o Latham & Watkins LLP | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0285 | | |
| NAME OF SUBMITTER: | Gayle D. Grocke | | |

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|---|------------|
| SIGNATURE: | /gdg/ |
| DATE SIGNED: | 03/05/2018 |
| Total Attachments: 5 source=RSC -- Assignment of Trademark Security Agreement - Atlass Special Risks, Inc. [Executed]#page1.tif source=RSC -- Assignment of Trademark Security Agreement - Atlass Special Risks, Inc. [Executed]#page2.tif source=RSC -- Assignment of Trademark Security Agreement - Atlass Special Risks, Inc. [Executed]#page3.tif source=RSC -- Assignment of Trademark Security Agreement - Atlass Special Risks, Inc. [Executed]#page4.tif source=RSC -- Assignment of Trademark Security Agreement - Atlass Special Risks, Inc. [Executed]#page5.tif | |

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of March 5, 2018, is by **MACQUARIE US TRADING LLC** (individually, “**Macquarie**”), acting in its capacity as the current and resigning collateral agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor collateral agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Atlass Special Risks, Inc., as “Grantor”, and Retiring Agent are parties to that certain trademark security agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Agency Transfer Agreement by and among Macquarie, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.


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IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MACQUARIE US TRADING LLC

By: 
Name: **Joshua Karlin**
Title: **Authorized Signatory**

By: 
Name: **Anita Chiu**
Title: **Authorized Signatory**

SUCCESSOR AGENT:

ANTARES CAPITAL LP


By: 
Name: Virginie Ott-Bono
Title: Duly Authorized Signatory

EXHIBIT A

Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien) dated as of
May 10, 2016

EXHIBIT B

| <u>TRADEMARK</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--------------------------------|-----------------|-----------------|------------------|
| SEAWAVE YACHT INSURANCE | 77747979 | 3733891 | 1/5/2010 |
| SEAWAVE | 77747974 | 3733890 | 1/5/2010 |
| PRIME TIME BOAT INSURANCE | 86539766 | 4817632 | 9/22/2015 |
| PRIME TIME BOAT INSURANCE | 86563251 | 4827111 | 10/6/2015 |
| PRIME TIME HIGH PERFORMANCE | 86563238 | 4854542 | 11/17/2015 |
| PRIME TIME HIGH PERFORMANCE | 85652218 | 4279798 | 1/22/2013 |
| ATLASS INSURANCE | 86661252 | 4889144 | 1/19/2016 |