

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlass Special Risks, Inc.		03/05/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral 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 -- Notice and Grant of Security Interest in Trademarks (First Lien) - Atlass Special Risks, Inc. [Executed]#page1.tif source=RSC -- Notice and Grant of Security Interest in Trademarks (First Lien) - Atlass Special Risks, Inc. [Executed]#page2.tif source=RSC -- Notice and Grant of Security Interest in Trademarks (First Lien) - Atlass Special Risks, Inc. [Executed]#page3.tif source=RSC -- Notice and Grant of Security Interest in Trademarks (First Lien) - Atlass Special Risks, Inc. [Executed]#page4.tif source=RSC -- Notice and Grant of Security Interest in Trademarks (First Lien) - Atlass Special Risks, Inc. [Executed]#page5.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 5, 2018 made by Atlass Special Risks, Inc., a Florida corporation having a principal place of business at 1300 S.E. 17th Street, Suite 220, Fort Lauderdale, Florida 33316 (the "Grantor"), in favor of Antares Capital LP, having a principal place of business at 500 W. Monroe Street, Chicago, Illinois 60661 (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the First Lien Credit Agreement).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of November 30, 2015 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among RSC Parent, Inc., a Delaware corporation, RSC Acquisition, Inc., a Delaware corporation, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make the Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor, RSC Parent, Inc., RSC Acquisition, Inc. and certain other Subsidiaries of the Parent Borrower have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of November 30, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor granted to the Agent for the benefit of the Lenders a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the First Lien Credit Agreement, the Grantor agrees, for the benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of

the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, 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 of the Grantor, except that no security interest is or will be granted pursuant to the First Lien Guarantee and Collateral Agreement or pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than Holding, a Subsidiary of Holding or any Borrower or an Affiliate of any of the foregoing for so long as, and to the extent that, the granting of such a security interest pursuant to the First Lien Guarantee and Collateral Agreement or pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Lien Guarantee and Collateral Agreement. To the extent that there is any conflict between this Agreement and the First Lien Guarantee and Collateral Agreement, the First Lien Guarantee and Collateral Agreement shall control in all respects. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

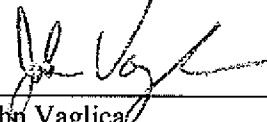
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *


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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.

ATLASS SPECIAL RISKS, INC.

By: 
Name: John Vaglica
Title: Treasurer & CFO

ANTARES CAPITAL LP,
as Agent

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

SCHEDULE I

U.S. Trademark Registrations

<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