

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475131

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARE PROVIDERS INSURANCE SERVICES, LLC		05/22/2018	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3355409	HEACOCK CLASSIC	
<b>Registration Number:</b>	4124347	CONDON SKELLY WE INSURE YOUR FUN	
<b>Registration Number:</b>	2063475	AMBUPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2129693000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Janice Lee		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11668-303		
<b>NAME OF SUBMITTER:</b>	Janice Lee		
<b>SIGNATURE:</b>	/Janice Lee/		
<b>DATE SIGNED:</b>	05/22/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2018, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Ares Capital Corporation ("Ares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 11, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and Ares Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by the Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CARE PROVIDERS INSURANCE SERVICES,  
LLC  
as Grantor

By: \_\_\_\_\_



Name: \_\_\_\_\_

Felix DiFiore

Title: \_\_\_\_\_

CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006334 FRAME: 0787**

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

Mitchell Goldstein  
Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006334 FRAME: 0788**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark/Name	Owner Information	App. No./Reg. No.
<p><u>HEACOCK CLASSIC</u> <u>and Design</u></p> 	<p>Care Providers Insurance Services, LLC, Dba Nsm Insurance Group C/O Heacock Classic P.O. Box 24807 Lakeland, Florida 33802 United States of America</p>	<p>RN: 3355409 SN: 77139924</p>
<p><u>CONDON SKELLY WE</u> <u>INSURE YOUR FUN</u> <u>and Design</u></p> 	<p>Care Providers Insurance Services, LLC, Dba Nsm Insurance Group 555 North Lane Suite 6060 Conshohocken, Pennsylvania 19428 United States of America</p>	<p>RN: 4124347 SN: 85273266</p>
<p><u>AMBUPRO</u></p>	<p>Care Providers Insurance Services, LLC 555 North Lane, Suite 6066 Conshohocken, Pennsylvania 19428 United States of America</p>	<p>RN: 2063475 SN: 75139944</p>

2. TRADEMARK APPLICATIONS

None.