TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Confie Seguros, Inc.		11/02/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4768881	CONFÍE
Registration Number:	3753855	CONFIE SEGUROS
Registration Number:	4328548	CONFÍE SEGUROS

CH $90.00 4768881

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 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:	049646-0473
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/05/2018

Total Attachments: 10
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page1.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page2.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page3.tif

source=Confie - Trademark Security Agreement Executed_103894505_4_0#page4.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page5.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page6.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page7.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page8.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page9.tif
source=Confie - Trademark Security Agreement Executed_103894505_4_0#page10.tif

Execution Version

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated November 2, 2018, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Goldman Sachs Lending Partners LLC ("Goldman"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement (as defined below) referred to therein.

WHEREAS, Confie Seguros Holding II Co., a Delaware corporation (the "Borrower"), Confie Seguros Holding Co., a Delaware corporation ("Holdings"), Goldman, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Credit Agreement dated as of November 2, 2018 (the "Closing Date") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property) (the "Collateral");

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the

fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

CONFIE SEGUROS, INC., a Delaware corporation, as Initial Grantor
CONFIE SEGUROS HOLDING CO., a Delaware corporation, as Initial Grantor
CONFIE SEGUROS HOLDING II CO., a Delaware corporation, as Initial Grantor
DRIVER'S CHOICE INSURANCE SERVICES, LLC, a South Carolina limited liability company, as Initial Grantor
EXPRESSLINK, INC., a California corporation, as Initial Grantor

By: _____
Name: Michael Kaplan
Title: Chief Financial Officer

FREEWAY INSURANCE SERVICES, INC., a California corporation, as Initial Grantor
INSUREONE INDEPENDENT INSURANCE AGENCY, LLC, an Illinois limited liability company, as Initial Grantor
ISOPAY, L.L.C., a Texas limited liability company, as Initial Grantor
SACRAMENTO AUTO INSURANCE CENTER, INC., a California corporation, as Initial Grantor
SSB INSURANCE SERVICES, INC., a Delaware corporation, as Initial Grantor
VERN FONK INSURANCE SERVICES, INC., a Delaware corporation, as Initial Grantor

By: _____
Name: Michael Kaplan
Title: Chief Financial Officer

AGGRESSIVE INSURANCE SERVICES, L.L.C., a Texas limited liability company, as Initial Grantor
CARTEL MARKETING, INC., a California corporation, as Initial Grantor
CONFIE INSURANCE SERVICES, INC., a Delaware corporation, as Initial Grantor

By: _____
Name: Michael Kaplan
Title: Chief Financial Officer

TRADEMARK
REEL: 006475 FRAME: 0456

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: _____
Name: Charles D. Johnston
Title: Authorized Signatory

TRADEMARK
REEL: 006475 FRAME: 0457

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Serial/ Application No.	Registration No.	Country	Application/ Registration Date	Applicant/ Owner
CONFÍE ("TRUST")	85/290721	4768881	United States	July 7, 2015	Confie Seguros, Inc.
confie ***CONFIE SEGUROS***	77/664950	3753855	United States	March 2, 2010	Confie Seguros, Inc.
CONFÍE SEGUROS (TRUST INSURANCE)	77664662	4328548	United States	April 30, 2013	Confie Seguros, Inc.
COST U LESS	87172204	5320683	United States	October 31, 2017	Sacramento Auto Insurance Center, Inc.
FREEWAY ***FREEWAY THE AUTO INSURANCE EXPERTS***	85/582134	4401028	United States	September 10, 2013	Confie Seguros Holding II Co.
FREEWAY ***FREEWAY LOS EXPERTOS EN SEGUROS DE AUTO***	85/582219	4401029	United States	September 10 2013	Confie Seguros Holding II Co.
FREEWAY	77/546480	3591103	United States	March 17, 2009	Freeway Insurance Services, Inc.
IT'S THAT THING YOU'RE SPEEDING ON	77/339544	3584286	United States	March 3, 2009	Freeway Insurance Services, Inc.
DESIGN ONLY	77/300663	3448643	United States	June 17, 2008	Freeway Insurance Services, Inc.

Mark	Serial/ Application No.	Registration No.	Country	Application/ Registration Date	Applicant/ Owner
FREEWAY INSURANCE	85/041980	3996168	United States	July 19, 2011	Freeway Insurance Services, Inc.
DESIGN GLOBE	85/042049	4078834	United States	Jan. 3, 2012	Freeway Insurance Services, Inc.
SIEMPRE GANA CON FREEWAY INSURANCE	77/897382	3834346	United States	Aug. 17, 2010	Freeway Insurance Services, Inc.
ALWAYS WIN WITH FREEWAY INSURANCE	77897354	4231825	United States	October 30, 2012	Freeway Insurance Services, Inc.
PERSONAL SERVICE INSURANCE	75/307255	2375639	United States	Aug. 8, 2000	Freeway Insurance Services, Inc.
SOUTH COAST INSURANCE	75317328	2175005	United States	July 21, 1998	Freeway Insurance Services, Inc.
COST-U-LESS INSURANCE CENTER	78/755643	3171136	United States	Nov. 14, 2006	Sacramento Auto Insurance Center, Inc.
COST-U-LESS	77/316035	3584201	United States	March 3, 2009	Sacramento Auto Insurance Center, Inc.
REMEMBER TO HONK WHEN YOU DRIVE BY VERN FONK	77/770753	3744552	United States	Feb. 2, 2010	Vern Fonk Insurance Services, Inc.

Mark	Serial/ Application No.	Registration No.	Country	Application/ Registration Date	Applicant/ Owner
VERN FONK	77770752	3744551	United States	Feb. 2, 2010	Vern Fonk Insurance Services, Inc.
AID ALL INSURANCE DISCOUNTERS	85875919	4795638	United States	August 18, 2015	Confie Seguros Holding Co.
AUTO INSURANCE DISCOUNTERS	85875871	4779792	United States	July 28, 2015	Confie Seguros Holding Co.
COST U LESS INSURANCE CENTER	85874970	4428545	United States	November 5, 2013	Confie Seguros Holding Co.
KELLER GROUP	85955494	4570937	United States	July 22, 2014	Confie Seguros Holding Co.
PROTECT-O-METER LIABILITY ONLY UNINSURED MOTORIST COMPREHENSIVE AND COLLISION MEDICAL ADDITIONAL COVERAGE	86357093	4978679	United States	June 14, 2016	Confie Seguros Holding II Co.
WE CARE COMMITMENT · ACCOUNTABILITY · RESPECT · EXCELLENCE	86357079	4923596	United States	March 22, 2016	Confie Seguros Holding II Co.
SPEEDLANE INSURANCE	87084966	5145557	United States	February 21, 2017	Freeway Insurance Services, Inc.

Mark	Serial/ Application No.	Registration No.	Country	Application/ Registration Date	Applicant/ Owner
SPEEDLANE INSURANCE	87077667	5137017	United States	February 7, 2017	Freeway Insurance Services, Inc.
INSURE EXPRESS	74264677	2066072	United States	June 3, 1997	Cartel Marketing, Inc.
E EXPRESSLINK	76430891	2809886	United States	February 3, 2004	Expresslink, Inc.
INSUREONE	75800613	2372895	United States	August 1, 2000	Insureone Independent Insurance Agency, LLC
INSURE ONE	74101980	2104485	United States	October 14, 1997	Insureone Independent Insurance Agency, LLC
INSURE ONE	74101998	2104486	United States	October 14, 1997	Insureone Independent Insurance Agency, LLC
INSUREONE.COM	75288357	2217852	United States	January 12, 1999	Insureone Independent Insurance Agency, LLC
SEGUROS UNO	75184143	2231104	United States	March 9, 1999	Insureone Independent Insurance Agency, LLC
THE INSURANCE SUPERSTORE	75266853	2382054	United States	September 5, 2000	Insureone Independent Insurance Agency, LLC
YELLOW KEY	75580165	2320884	United States	February 22, 2000	Insureone Independent Insurance Agency, LLC, DBA Yelow Key Insurance Agency, Inc.

Mark	Serial/ Application No.	Registration No.	Country	Application/ Registration Date	Applicant/ Owner
YELLOW KEY YELLOW KEY	75580290	2363909	United States	July 4, 2000	Insureone Independent Insurance Agency, LLC, DBA Yelow Key Insurance Agency, Inc.
ISOPAY	77794053	3805890	United States	June 22, 2010	Isopay, L.L.C.
AGGRESSIVE INSURANCE	86612919	4873562	United States	December 22, 2015	Aggressive Insurance Services, LLC
Driver's Choice LOW COST AUTO INSURANCE DRIVER'S CHOICE (LOGO)	87191567	5204381	United States	October 3, 2016	Driver's Choice Insurance Services, LLC
PERSONABLE	85525335	4481652	United States	February 11, 2014	Confie Seguros Holding II Co.
DESIGN ONLY (PERSONABLE LOGO) 	85525344	4518233	United States	April 22, 2014	Confie Seguros Holding II Co.
SEGUROS SIN BARRERAS	87514780	5543832	United States	August 21, 2018	SSB Insurance Services, Inc.
OASIS INSURANCE	86536907	4812694	United States	September 15, 2015	Freeway Insurance Services of the Southwest, Inc.
DRIVER'S CHOICE	87197584	5212807	United States	May 30, 2017	Driver's Choice Insurance Services, LLC
A NEW KIND OF INSURANCE EXPERIENCE	88139994 ITU	PENDING	United States	October 2, 2018	Confie Insurance Services, Inc.
BLUEFIRE INSURANCE	88139987 ITU	PENDING	United States	October 2, 2018	Confie Insurance Services, Inc.
BLUEFIRE INSURANCE	88076323 ITU	PENDING	United States	August 13, 2018	Confie Seguros Holding II Co.
BRICK-E SALES	88067210 ITU	PENDING	United States	August 6, 2018	Confie Seguros Holding II Co.

Mark	Serial/ Application No.	Registration No.	Country	Application/ Registration Date	Applicant/ Owner
BRICK-E SALES	88067227 ITU	PENDING	United States	August 6, 2018	Confie Seguros Holding II Co.
DESIGN ONLY	88139990 ITU	PENDING	United States	October 2, 2018	Confie Insurance Services, Inc.
DESIGN ONLY	88139992 ITU	PENDING	United States	October 2, 2018	Confie Insurance Services, Inc.