

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SUNZ HOLDINGS, LLC		01/15/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK		
<b>Street Address:</b>	211 Perimeter Center Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5315698	NEXT LEVEL	
<b>Registration Number:</b>	5322514	ELEVATE EVERYONE EVERYDAY	
<b>Registration Number:</b>	5322393	POSITIVE ENERGY IN A RISKY WORLD	
<b>Registration Number:</b>	5322343	PEOPLE DATA RESULTS	
<b>Registration Number:</b>	5322064	SUNZ	
<b>Registration Number:</b>	5322066	SUNZ	
<b>Registration Number:</b>	5305920	E3VA	
<b>Registration Number:</b>	5305902	E3VA	
<b>Registration Number:</b>	5300172	SUNZ INSURANCE	
<b>Registration Number:</b>	5300168	SUNZ INSURANCE	
<b>Registration Number:</b>	5137183	NEXT LEVEL ADMINISTRATORS	
<b>Registration Number:</b>	5137182	NEXT LEVEL ADMINISTRATORS	
<b>Registration Number:</b>	5012055	ASCENTIAL CARE	
<b>Registration Number:</b>	5112243		
<b>Serial Number:</b>	88098578	RECOVERIT	
<b>Serial Number:</b>	88199812	SUBROAI	
<b>Serial Number:</b>	87902372	RMA RISK MANAGEMENT AMERICA	

OP \$440.00 5315698

**CORRESPONDENCE DATA****Fax Number:** 7045032622*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:** 7045032600**Email:** msheehan@kslaw.com**Correspondent Name:** King & Spalding LLP**Address Line 1:** 300 S. Tryon St., Ste 1700**Address Line 2:** Attn: Moira Sheehan**Address Line 4:** Charlotte, NORTH CAROLINA 28202**ATTORNEY DOCKET NUMBER:** 52990.515135**NAME OF SUBMITTER:** Moira Sheehan**SIGNATURE:** /Moira Sheehan/**DATE SIGNED:** 01/16/2019**Total Attachments: 7**

source=Sunz - Trademark Security Agreement#page1.tif

source=Sunz - Trademark Security Agreement#page2.tif

source=Sunz - Trademark Security Agreement#page3.tif

source=Sunz - Trademark Security Agreement#page4.tif

source=Sunz - Trademark Security Agreement#page5.tif

source=Sunz - Trademark Security Agreement#page6.tif

source=Sunz - Trademark Security Agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of January 15, 2019 (this "Security Agreement"), is made by SUNZ HOLDINGS, LLC, a Florida limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, SUNZ INSURANCE SERVICES, LLC, a Florida limited liability company (the "Borrower"), SUNZ HOLDINGS, LLC, a Florida limited liability company, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Term Loan Credit Agreement, dated as of January 15, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of January 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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 pledges, collaterally assigns and transfers 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 security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto) providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property, and, to the extent that any Collateral later becomes Excluded Property, the Lien

granted hereunder will automatically be deemed to have been released; provided further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4 Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5 Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with Section 10.15 of the Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

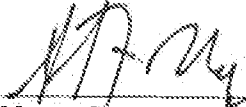
**Section 6 Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 7 Counterparts.** This 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 8 Governing Law; Waiver of Jury Trial.** The terms of Sections 10.5 and 10.6 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

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.

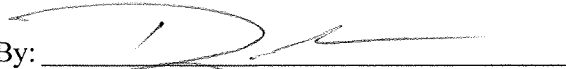
**SUNZ HOLDINGS, LLC**

By:   
Name: Steven F. Herrig  
Title: Manager

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK, as Administrative Agent**

By:   
Name: *David Fournier*  
Title: *Managing Director*

**SCHEDULE I**

**Trademarks**

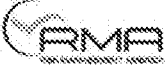
I. REGISTERED TRADEMARKS

Mark	Owner	Serial No / Date	Reg No. / Date	Status
NEXT LEVEL	SUNZ HOLDINGS, LLC	87380940 / 3/22/2017	5315698 / 10/24/2017	1A
ELEVATE EVERYONE EVERYDAY	SUNZ HOLDINGS, LLC	87368827 / 3/13/2017	5322514 / 10/31/2017	1A
POSITIVE ENERGY IN A RISKY WORLD	SUNZ HOLDINGS, LLC	87367226 / 3/10/2017	5322393 / 10/31/2017	1A
PEOPLE DATA RESULTS	SUNZ HOLDINGS, LLC	87366478 / 3/10/2017	5322343 / 10/31/2017	1A
	SUNZ HOLDINGS, LLC	87362952 / 3/8/2017	5322066 / 10/31/2017	1A
SUNZ	SUNZ HOLDINGS, LLC	87362916 / 3/8/2017	5322064 / 10/31/2017	1A

	SUNZ HOLDINGS, LLC	87349297 / 2/24/2017	5305920 / 10/10/2017	1A
	SUNZ HOLDINGS, LLC	87349126 / 2/24/2017	5305902 / 10/10/2017	1A
	SUNZ HOLDINGS, LLC	87339042 / 2/16/2017	5300172 / 10/3/2017	1A
SUNZ INSURANCE	SUNZ HOLDINGS, LLC	87339005 / 2/16/2017	5300168 / 10/3/2017	1A
NEXT LEVEL ADMINISTRATORS	SUNZ HOLDINGS, LLC	87082709 / 6/24/2016	5137183 / 2/7/2017	1A
	SUNZ HOLDINGS, LLC	87082704 / 6/24/2016	5137182 / 2/7/2017	1A
Ascential Care	SUNZ HOLDINGS, LLC	86833980 / 11/30/2015	5012055 / 8/2/2016	1A
	SUNZ HOLDINGS, LLC	86831777 / 11/25/2015	5112243 / 01/01/2017	1A



II. TRADEMARK APPLICATIONS

Mark	Owner	Serial No / Date	Reg No. / Date	Status
RECOVERIT	SUNZ HOLDINGS, LLC	88098578 / 8/30/2018		1A
SUBROAI	SUNZ HOLDINGS, LLC	88199812 / 11/19/2018		1A
	SUNZ HOLDINGS, LLC	87902372 / 5/1/2018		1A