

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHTWAY INSURANCE, INC.		10/31/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL-1650		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4023007	BRIGHTWAY INSURANCE	
Registration Number:	4029015	BRIGHTWAY INSURANCE	
Registration Number:	4050914	THE INSURANCE AGENCY REINVENTED	
Registration Number:	4253867	BRIGHTWAY INSURANCE	
Registration Number:	4684422	THE INSURANCE AGENCY REINVENTED AROUND Y	
Registration Number:	5107663		
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	202-672-5300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Norm J. Rich		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Norm J. Rich		
SIGNATURE:	/Norm J. Rich/		

OP \$165.00 4023007

DATE SIGNED:	11/06/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 31, 2018, is made by BRIGHTWAY INSURANCE, INC. (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

WITNESSETH

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement dated as of October 31, 2018 (as in effect on the date hereof and as amended, modified and supplemented from time to time, the "Security Agreement"), in favor of Lender, on behalf of Lender and the other Secured Parties, 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 Lender to enter into the Credit Agreement, the Grantor hereby agrees with the Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Lender, on behalf of the Secured Parties, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Security Agreement. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Security Agreement and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

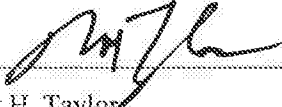
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

7. Disputes. All claims, disputes and controversies between the Grantors and the Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Security Agreement.

[Signature page follows]

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

BRIGHTWAY INSURANCE, INC.

By:  _____

Name: Robert H. Taylor

Title: Chief Financial Officer

[Trademark Security Agreement]

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: Robert Diltz

Name: *Robert Diltz*

Title: *Authorized officer*

Address: JP Morgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL-1650
Chicago, Illinois 60603-2300
Attention: Manager of Wholesale Operations

[Trademark Security Agreement]

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Trademark	Registration No.	Registration Date
Brightway Insurance, Inc.		4023007	September 6, 2011
Brightway Insurance, Inc.	BRIGHTWAY INSURANCE	4029015	September 20, 2011
Brightway Insurance, Inc.	THE INSURANCE AGENCY REINVENTED	4050914	November 1, 2011
Brightway Insurance, Inc.	 (with the color blue claimed as a feature of the mark)	4253867	December 4, 2012
Brightway Insurance, Inc.	THE INSURANCE AGENCY REINVENTED AROUND YOU	4684422	February 10, 2015
Brightway Insurance, Inc.		5107663	December 27, 2016
Brightway Insurance, Inc.		T14000000790	July 17, 2014
Brightway Insurance, Inc.	BRIGHTWAY INSURANCE	T14000000789	July 17, 2014