

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508243

<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>
Kinsale Holdings, Inc.		01/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Trustees Limited		
<b>Street Address:</b>	18 St. Swithin's Lane		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4N 8AD		
<b>Entity Type:</b>	Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4830525	VALIDANT	
<b>Registration Number:</b>	4827557	VALIDANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	6178235833		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Ronald M Duvernay		
<b>Address Line 1:</b>	160 Quincy Shore Drive		
<b>Address Line 2:</b>	#104		
<b>Address Line 4:</b>	Quincy, MASSACHUSETTS 02171		
<b>ATTORNEY DOCKET NUMBER:</b>	112133-0012-003		
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay		
<b>SIGNATURE:</b>	/r duvernay/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 6</b>			
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**Grant of Security Interest  
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by Kinsale Holdings, Inc., a Delaware corporation (the "**Grantor**") in favor of CORTLAND TRUSTEES LIMITED, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

**WHEREAS**, the Grantor is party to a Joinder Agreement, dated as of the date hereof (the "**Joinder Agreement**"), made by the Grantor and Kinsale Holdings 1, LLC, a Delaware limited liability company, and delivered to the Security Agent, which supplements the Security Agreement, dated as of December 19, 2018 (as supplemented by the Joinder Agreement, the "**Security Agreement**") made by and among Authentic Interco, Inc., a Delaware corporation, Authentic Buyer, Inc., a Delaware corporation and the other Grantors party thereto, in favor of the Security Agent, pursuant to which the Grantor grants a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

**SECTION. 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest**

The Grantor hereby grants to the Security Agent, for the benefit of the Finance Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B

hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Finance Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

### **SECTION 5. Termination**

Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 31st  
day of January, 2019.

**KINSALE HOLDINGS, INC.**, as Grantor

By:   
Name: Purvi Chekuri  
Title: Treasurer

**CORTLAND TRUSTEES LIMITED**, as Security  
Agent, as Grantee


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 31st  
day of January, 2019.

**KINSALE HOLDINGS, INC.**, as Grantor

By: \_\_\_\_\_  
Name: Purvi Chekuri  
Title: Treasurer

**CORTLAND TRUSTEES LIMITED**, as Security  
Agent, as Grantee

By:  \_\_\_\_\_  
Name: Matthew Traylor  
Title: Authorized Signatory

Schedule A to Patent and Trademark Security Agreement

**PATENTS AND PATENT APPLICATIONS**

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
None.					

**PATENT LICENSES**

Licensor	Licensee	Patent Number(s)	Date
None.			

Schedule B to Patent and Trademark Security Agreement

**TRADEMARKS**

Registration No.	Country	Issue Date	Mark
4830525	USA	13-OCT-2015	VALIDANT
4827557	USA	06-OCT-2015	VALIDANT
TMA943770	USA	20-JUL-2016	VALIDANT
TMA899489	USA	25-MAR-2015	VALIDANT
12526349	USA	15-FEB-2015	VALIDANT
1253826	USA	17-APR-2015	VALIDANT

**TRADEMARK APPLICATIONS**

Serial No.	Country	Filing Date	Mark
None.			

**TRADEMARK LICENSES**

Grantor	Serial or Registration No.	Country	Issue or Filing Date	Mark
None.				