

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508295

<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>
CARL WARREN & COMPANY		01/31/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, AS ADMINISTRATIVE AGENT		
<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 Association: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3919330	CW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515145		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 5</b>			
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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2019, (this “Security Agreement”), is made by Carl Warren & Company, a California corporation (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**, Venbrook Insurance Holdings LLC, a Delaware limited liability company (“VIH”), Pacific Merrill Assurance Brokers LLC, a New Jersey limited liability company (“Pacific”), Venbrook Insurance Services, LLC, a California limited liability company (“VIS”), Venbrook JMB, LLC, a Delaware limited liability company (“JMB”), OneSource Claims Management LLC, a California limited liability company (“OneSource”), Venbrook Specialty Services LLC, a Delaware limited liability company (“VSS” and, together with VIH, Pacific, VIS, JMB, and OneSource, each individually a “Borrower” and collectively the “Borrowers”), Venbrook Group, LLC, a Delaware limited liability company, the lenders from time to time parties thereto and the Administrative Agent have entered into a Credit Agreement, dated as January 31, 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 Borrowers and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of January 31, 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, 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 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.

**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** **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 6** **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 7** **Governing Law.** This 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.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement through its duly authorized officer as of the date first written above.

CARL WARREN & COMPANY

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

  
Jason Turner  
Chief Executive Officer

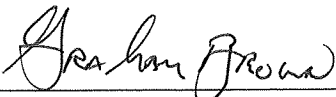
[Signature Page to Trademark Security Agreement (Carl Warren)]

**TRADEMARK**  
**REEL: 006547 FRAME: 0514**

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

SUNTRUST BANK, as Administrative Agent

By:   
Name: Graham Brown  
Title: Vice President

[Signature Page to Trademark Security Agreement (Carl Warren)]

**TRADEMARK**  
**REEL: 006547 FRAME: 0515**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

*Applications –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>
None.			

*Registrations –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
CARL WARREN & COMPANY	CW	3919330	February 15, 2011