

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510122

<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>
NFP Corp.		02/14/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ankura Trust Company, LLC, as Agent		
<b>Street Address:</b>	60 State St., Suite 700		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2422912	NFP	
<b>Registration Number:</b>	2742420	NFP NATIONAL FINANCIAL PARTNERS	
<b>Registration Number:</b>	4094882	PARTNERSFINANCIAL	
<b>Registration Number:</b>	4094883	PARTNER. PRESERVE. PROSPER.	
<b>Registration Number:</b>	4094884	NFP	
<b>Registration Number:</b>	4094885	NFP	
<b>Registration Number:</b>	4094886		
<b>Registration Number:</b>	4094887		
<b>Registration Number:</b>	4097432	NFP	
<b>Registration Number:</b>	4097433	NFP	
<b>Registration Number:</b>	4100472	NATIONAL FINANCIAL PARTNERS	
<b>Registration Number:</b>	4211885	ACCESS. INSIGHT. ADVANTAGE.	
<b>Registration Number:</b>	4420178	BENEFITS PARTNERS	
<b>Registration Number:</b>	4940986	THE HARTFIELD COMPANY	
<b>Serial Number:</b>	86779246	BENEFITS-AT-A-GLANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			

CH \$390.00 2422912

**Phone:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 48271 / 003

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 02/14/2019

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of February 14, 2019, among NFP CORP., a Delaware corporation (the “**Grantor**”), in favor of ANKURA TRUST COMPANY, LLC, in its capacity as agent pursuant to the Note Purchase Agreement (in such capacity, the “**Agent**”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of February 14, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent 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 Agent, for the benefit of the Secured Parties, to enter into the Note Purchase Agreement, the Grantor hereby agrees with the 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 in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) registered Trademarks and Trademark applications of the Grantor listed on Schedule I attached hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by the foregoing;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form

prepared by the Grantor releasing the security interest in the Trademarks of the Grantor under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

**NFP CORP.**

By: 

Name: Brett R. Schneider

Title: Executive Vice President and Chief  
Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006563 FRAME: 0134**

ANKURA TRUST COMPANY, LLC,  
as Agent

By: 

Name:

*Michael T. King*

Title:


*Managing Director*

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006563 FRAME: 0135**

**Schedule I  
Trademark Registrations and Use Applications**

Registrations:

Registration/ Serial No.	Drawing	Code	Word Mark	Registration Date
2422912		3	NFP	01/23/01
2742420	 NATIONAL FINANCIAL PARTNERS	3	NFP NATIONAL FINANCIAL PARTNERS	07/29/03
4094882		3	PARTNERSFINANCIAL	02/07/12
4094883		4	PARTNER. PRESERVE. PROSPER.	02/07/12
4094884		4	NFP	02/07/12
4094885		3	NFP	02/07/12
4094886		2		02/07/12
4094887		2		02/07/12
4097432	<b>NFP</b>	5	NFP	02/14/12
4097433		3	NFP	02/14/12
4100472		4	NATIONAL FINANCIAL PARTNERS	02/21/12
4211885		4	ACCESS. INSIGHT. ADVANTAGE.	09/25/12
4420178		3	BENEFITS PARTNERS	10/22/13
86779246		4	BENEFITS-AT-A-GLANCE	PENDING
4940986			THE HARTFIELD COMPANY	04/19/16