

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIA American Insurance Administrators, LLC		03/05/2019	Limited Liability Company: DELAWARE
Alera Group, Inc.		03/05/2019	Corporation: DELAWARE
Group Services, LLC		03/05/2019	Limited Liability Company: DELAWARE
HP Planning, LLC		03/05/2019	Limited Liability Company: CONNECTICUT
Kaercher Insurance, an Alera Group Agency, LLC		03/05/2019	Limited Liability Company: DELAWARE
ROBERT G. RELPH AGENCY, INC.		03/05/2019	Corporation: NEW YORK
Spring Consulting Group, an Alera Group Company, LLC		03/05/2019	Limited Liability Company: DELAWARE
Orion Risk Management Insurance Services, an Alera Group Insurance Agency, LLC		03/05/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3941550	DISCOVERHEALTH
Registration Number:	3757295	SIMPLICITE
Registration Number:	3685070	SIMPLICIT-E
Registration Number:	4886870	LEADHEALTH
Registration Number:	5257917	ALERA GROUP
Registration Number:	5257918	ALERA
Registration Number:	5257921	A

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3608581	BENEFITTING YOU DIFFERENTLY
Registration Number:	3707617	GROUPSERVICES BENEFITTING YOU DIFFERENTL
Registration Number:	4931896	TRANSITIONS FOR U
Registration Number:	4931897	COMPLIANCE FOR U
Registration Number:	2361041	CREATIVE BENEFIT PLANNING
Registration Number:	4308204	CBP
Registration Number:	4865434	YOUR WORLD IS OUR WORLD
Registration Number:	4742663	R-SOLUTION
Registration Number:	3816010	LEAD2HEALTH
Registration Number:	4095668	RELPH BENEFIT ADVISORS
Registration Number:	5477079	GARDEN
Registration Number:	5280024	ORION RISK MANAGEMENT

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: William Majeski

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-370

NAME OF SUBMITTER: William Majeski

SIGNATURE: /William Majeski/

DATE SIGNED: 03/05/2019

Total Attachments: 5

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the Intercreditor Agreement referred to below) pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to JPMorgan Chase Bank, N.A., as administrative agent, pursuant to or in connection with the Credit Agreement, dated as of August 1, 2018 among Holdings, the Borrower, the lenders from time to time party thereto, the guarantors from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the other parties thereto, as amended by Amendment No. 1 dated November 27, 2018 and Amendment No. 2 dated March 5, 2019 and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement dated as of March 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among JPMorgan Chase Bank, N.A., as First Lien Administrative Agent, Ares Capital Corporation, as Initial Second Lien Representative and each additional Second Priority Representative and Senior Representative from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of March 5, 2019 by AIA American Insurance Administrators, LLC, a Delaware limited liability company, Alera Group, Inc., a Delaware corporation, Group Services, LLC, a Delaware limited liability company, HP Planning, LLC, a Connecticut limited liability company, Kaercher Insurance, an Alera Group Agency, LLC, a Delaware limited liability company, ROBERT G. RELPH AGENCY, INC., a New York corporation, Spring Consulting Group, an Alera Group Company, LLC, a Delaware limited liability company, Orion Risk Management Insurance Services, an Alera Group Insurance Agency, LLC, a Delaware limited liability company (each, a “**Grantor**”, and collectively the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of March 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative 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. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademark applications of each Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.


[Signature pages follow.]

AIA AMERICAN INSURANCE
ADMINISTRATORS, LLC
ALERA GROUP, INC.
GROUP SERVICES, LLC
HP PLANNING, LLC
KAERCHER INSURANCE, AN ALERA GROUP
AGENCY, LLC
ROBERT G. RELPH AGENCY, INC.
SPRING CONSULTING GROUP, AN ALERA
GROUP COMPANY, LLC
ORION RISK MANAGEMENT INSURANCE
SERVICES, AN ALERA GROUP INSURANCE
AGENCY, LLC

By: 
Name: William Corrigan
Title: Vice President & Chief Financial Officer



ARES CAPITAL CORPORATION,
as Administrative Agent

By:


Name: Scott Lem
Title: Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American Insurance Administrators, LLC ¹	3941550	DISCOVERHEALTH
	3757295	SIMPLICITE and Design
	3685070	SIMPLICIT-E
	4886870	LEADHEALTH
Alera Group, Inc.	5257917	ALERA GROUP
	5257918	ALERA
	5257921	
K.B. Group Services, Inc. ²	3608581	BENEFITTING YOU DIFFERENTLY
	3707617	GROUPSERVICES BENEFITTING YOU DIFFERENTLY and Design
	4931896	TRANSITIONS FOR U
	4931897	COMPLIANCE FOR U
HP Planning, LLC	2361041	CREATIVE BENEFIT PLANNING
	4308204	CBP
Kaercher Insurance Agency Inc. ³	4865434	"Your World is Our World"
Relph Benefit Advisors, Inc. ⁴	4742663	R-SOLUTION
	3816010	LEAD2HEALTH
	4095668	RELPH BENEFIT ADVISORS
Spring Consulting Group, LLC ⁵	5477079	GARDEN
Orion Risk Management Insurance Services, an Alera Group Insurance Agency, LLC	5280024	 ORION Work mark: Orion Risk Management

Applications:

None.

¹ Owned by AIA American Insurance Administrators, LLC

² Owned by Group Services, LLC.

³ Owned by Kaercher Insurance, an Alera Group Agency, LLC.

⁴ Owned by ROBERT G. RELPH AGENCY, INC.

⁵ Owned by Spring Consulting Group, an Alera Group Company, LLC.