

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERVICE GUARD INSURANCE AGENCY, L.P.		03/11/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5107678	S	
Registration Number:	4591362	P PREFERRED PROTECTION PLAN	
Registration Number:	4587188	PREFERRED PROTECTION PLAN	
Serial Number:	76665214	PDR BY PREFERRED	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.233		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	03/11/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 11, 2019, by SERVICE GUARD INSURANCE AGENCY, L.P., a Texas limited partnership ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of December 21, 2017 by and among Grantor, certain affiliates of Grantor (collectively, with Grantor, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to continue to make Loans and continue to issue Letters of Credit for the benefit of Grantor and the other Borrowers;

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement dated as of January 24, 2014 among Grantor, certain affiliates of Grantor and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), Grantor is required to execute and deliver to Agent, for itself and the benefit of all Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of all Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent constituting Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of all Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

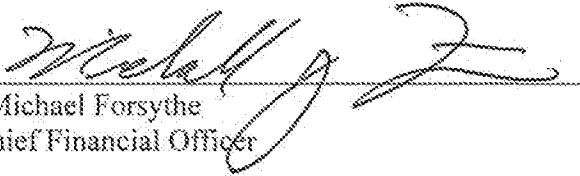
4. TERMINATION. When the Secured Obligations have been Paid in Full (as defined in the Credit Agreement) the security interests created hereunder shall automatically terminate and be of no further force or effect, and Agent agrees that it shall, at Grantor's expense, execute, acknowledge and deliver to Grantor any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Trademark Collateral.

5. COUNTERPARTS. This 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 Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including ".pdf" file) shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

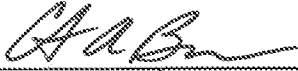
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SERVICE GUARD INSURANCE AGENCY, L.P.

By: 
Name: Michael Forsythe
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Clayton A. Bruce
Title: Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Grantor	Trademark	Serial Number	Registration Date	Registration Number
Service Guard Insurance Agency, L.P	S	86803861	12/27/16	5107678
Service Guard Insurance Agency, L.P	P PREFERRED PROTECTION PLAN	85972747	8/26/14	4591362
Service Guard Insurance Agency, L.P	PREFERRED PROTECTION PLAN	85972695	8/19/14	4587188
Service Guard Insurance Agency, L.P	PDR BY PREFERRED	76665214	11/13/07	76665214