

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas McGee, L.C.		11/01/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	100 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5650801	THOMAS MCGEE GROUP	
Registration Number:	3179391	TM THOMAS MCGEE, L.C.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 North Wabash		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	053644-0227 hp		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	11/01/2019		
Total Attachments: 6			
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 1, 2019, made by each of the parties party hereto (collectively, the "Grantors"), in favor of GOLUB CAPITAL MARKETS LLC, as administrative agent for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement), as applicable (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 1, 2019 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among RSC Insurance Brokerage, Inc., a Delaware corporation, RSC Parent, Inc., a Delaware corporation (" Holding"), RSC Acquisition, Inc., a Delaware corporation (the "Parent Borrower"), the other Subsidiary Borrowers from time to time party thereto, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make the Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, Holding, the Parent Borrower and certain other Subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2019, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant to the Guarantee and Collateral Agreement or pursuant hereto in any right, title or interest of such Grantor under or in any Trademark Licenses with Persons other than Holding, a Subsidiary of Holding or any Borrower or an Affiliate of any of the foregoing for so long as, and to the extent that, the granting of such a security interest pursuant to the Guarantee and Collateral Agreement or pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. To the extent that there is any conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control in all respects. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

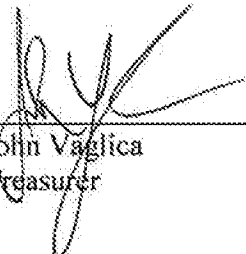
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

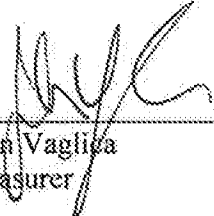
RSC INSURANCE BROKERAGE, INC.,
as a Grantor

By: 
Name: John Vaglica
Title: Treasurer & Chief Financial Officer

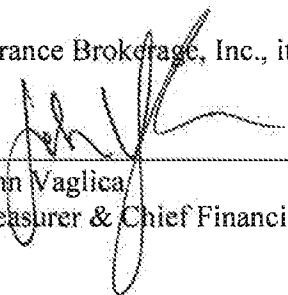
EMMETT W. MACCORKLE, INC., INSURANCE
SERVICES,
as a Grantor

By: 
Name: John Vaglica
Title: Treasurer

ATLASS SPECIAL RISKS, INC.,
as a Grantor

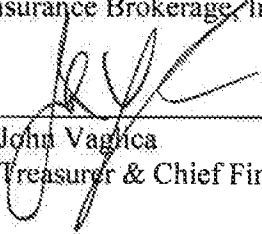
By: 
Name: John Vaglica
Title: Treasurer

ALTRU, LLC,
as a Grantor

By: RSC Insurance Brokerage, Inc., its manager
By: 
Name: John Vaglica
Title: Treasurer & Chief Financial Officer

THOMAS MCGEE, L.C.,
as a Grantor

By: RSC Insurance Brokerage, Inc., its manager

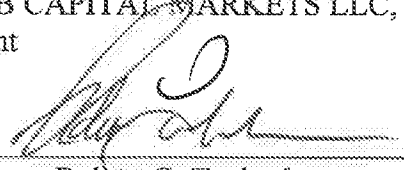
By: 
Name: John Vaghica
Title: Treasurer & Chief Financial Officer

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
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GOLUB CAPITAL MARKETS LLC,
as Agent

By: _____



Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006785 FRAME: 0174

SCHEDULE I

U.S. Trademark Registrations

<u>Grantor</u>	<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
RSC Insurance Brokerage, Inc.	NORTHWEST COMPREHENSIVE HIGHER EDUCATION BENEFIT ALLIANCE	85681093	4330963	05/7/2013
RSC Insurance Brokerage, Inc.	THE TOTAL PROTECTION PROGRAM	78687860	3123427	08/1/2006
RSC Insurance Brokerage, Inc.	THE HEALTHPLAN OPTIMIZER	76620116	3099748	06/6/2006
RSC Insurance Brokerage, Inc.	SINGER NELSON CHARLMERS	75923603	2584362	06/25/2002
RSC Insurance Brokerage, Inc.	Re-Sources	86101663	4555488	06/24/2014
RSC Insurance Brokerage, Inc.	RE-SOLUTIONS	87050815	5118779	01/10/2017
RSC Insurance Brokerage, Inc.	UHAS	86159958	4690849	02/24/2015
EMMETT W. MACCORKLE, INC., INSURANCE SERVICES	MACCORKLE INSURANCE SERVICE	85091708	4027823	09/20/2011
ATLASS SPECIAL RISKS, INC.	SEAWAVE YACHT INSURANCE	77747979	3733891	1/5/2010
ATLASS SPECIAL RISKS, INC.	SEAWAVE	77747974	3733890	1/5/2010
ATLASS SPECIAL RISKS, INC.	PRIME TIME BOAT INSURANCE	86539766	4817632	9/22/2015
ATLASS SPECIAL RISKS, INC.	PRIME TIME BOAT INSURANCE	86563251	4827111	10/06/2015
ATLASS SPECIAL RISKS, INC.	PRIME TIME HIGH PERFORMANCE	86563238	4854542	11/17/2015
ATLASS SPECIAL RISKS, INC.	PRIME TIME HIGH PERFORMANCE	85652218	4279798	1/22/2013
ATLASS SPECIAL RISKS, INC.	ATLASS INSURANCE	86661252	4889144	1/19/2016
ALTRU, LLC	ALTRU	75231649	2127338	1/06/1998
Thomas McGee, L.C.	THOMAS MCGEE GROUP	87661291	5650801	1/08/2019
Thomas McGee, L.C.	TM THOMAS MCGEE, L.C.	78575162	3179391	12/05/2006

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