

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gowrie Group, Inc.		02/26/2020	Corporation: CONNECTICUT
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3849413	G GOWRIEGROUP	
Registration Number:	3754604	BURGEE	
Registration Number:	2772713	JACKLINE	
Registration Number:	2440437	INTERNATIONAL MARINE INSURANCE SERVICES	
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:	02/27/2020		
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 February 26, 2020, made by RSC INSURANCE BROKERAGE, INC., a Delaware corporation, GOWRIE GROUP, INC., a Connecticut corporation and ACADEMIC HEALTHPLANS, INC., a Texas corporation (each, a "Grantor" and 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 party to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement), as applicable (in such capacity, 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 (including by facsimile and other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

GOWRIE GROUP, INC.,
as a Grantor

By: John Vaglica
Name: John Vaglica
Title: Treasurer

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

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ACADEMIC HEALTHPLANS, INC.,
as a Grantor

By: John Vaglica

Name: John Vaglica

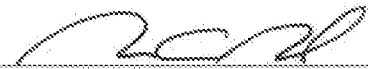
Title: Treasurer and Chief Financial Officer

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

TRADEMARK
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Acknowledged and Agreed to as of the date hereof
by:

GOLUB CAPITAL MARKETS LLC,
as Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE I

U.S. Trademark Registrations

<u>Grantor</u>	<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOWRIE GROUP, INC.	G GOWRIEGROUP	77788960	3849413	9/21/2010
GOWRIE GROUP, INC.	BURGEE	77789018	3754604	3/02/2010
GOWRIE GROUP, INC.	JACKLINE	78148631	2772713	10/07/2003
GOWRIE GROUP, INC.	INTERNATIONAL MARINE INSURANCE SERVICES	75840519	2440437	4/03/2001
RSC Insurance Brokerage, Inc.	WEAVER BROS.	74348286	1807950	11/23/1993
RSC Insurance Brokerage, Inc.	WEAVER BROS. INSURANCE W	74348288	1806398	11/23/1993
Academic HealthPlans, Inc.	EDUSURE	86705357	4908462	3/1/2016
Academic HealthPlans, Inc.	AHP ACADEMIC HEALTHPLANS	86233053	4706814	3/24/2015
Academic HealthPlans, Inc.	AHP Choice	86233103	4662444	12/30/2014