

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bickmore		05/01/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	77725902	BRS BICKMORE RISK SERVICES	
Registration Number:	3715242	BRS BICKMORE RISK SERVICES	
Registration Number:	3477915	MAXIM RISK MANAGEMENT	
Registration Number:	3748806	RMANALYTICS EVALUATE. EDUCATE. IMPROVE.	
Registration Number:	3681796	RMANALYTICS	
Registration Number:	3681799	RMASSESSMENT	
Registration Number:	3681798	RMMETRICS	
Registration Number:	3681801	RMPERFORMANCE	
Registration Number:	3681800	RMSURVEY	
Registration Number:	3681797	RMUNIVERSITY	
Serial Number:	77747855	SIIMS (SECURE INSURANCE INFORMATION MANA	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125562100		
Email:	patentmailnyc@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

CH \$290.00 77725902

TRADEMARK

ATTORNEY DOCKET NUMBER:	15009-009034
NAME OF SUBMITTER:	Susan Shen-Frattura
SIGNATURE:	/Susan Shen-Frattura/
DATE SIGNED:	05/01/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2014, is made by the entity listed on the signature pages hereof as “Grantor” (the “Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 31, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Credit Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of December 15, 2011, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as by the First Amendment to Guaranty and Security Agreement, dated as of January 31, 2014, and the Second Amendment to Guaranty and Security Agreement, dated as of May 1, 2014, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit

of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by the Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

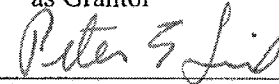
[SIGNATURE PAGES FOLLOW]

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

BICKMORE

as Grantor

By:



Name: Peter E. Lind

Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005272 FRAME: 0246

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 




Name:

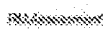

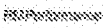

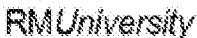
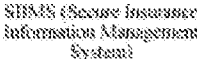
Title:

Keith Bird
Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks/Service Marks

Owner/Grantor	Mark	Registration No.	Status
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	BRS BICKMORE RISK SERVICES and Design 	SN:77-725902	Abandoned - Misassigned Serial Number May 8, 2009
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	BRS BICKMORE RISK SERVICES and Design 	SN:77-747826 RN:3,715,242	Registered November 24, 2009
Bickmore & Associates Inc. (California Corp.) 1831 K Street Sacramento, CA 95811	MAXIM RISK MANAGEMENT	SN:78-446290 RN:3,477,915	Registered July 29, 2008
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	RMANALYTICS (Stylized) <i>RMA</i> Analytics	SN:77-725749 RN:3,681,796	Registered Supplemental Register September 8, 2009
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200	RMANALYTICS EVALUATE. EDUCATE. IMPROVE. and Design 	SN:77-725882 RN:3,748,806	Registered February 16, 2010

Owner/Grantor	Mark	Registration No.	Status
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	RMASSESSMENT (Stylized) 	SN:77-725829 RN:3,681,799	Registered Supplemental Register September 8, 2009
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	RMMETRICS (Stylized) 	SN:77-725807 RN:3,681,798	Registered Supplemental Register September 8, 2009
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	RMPERFORMANCE (Stylized) 	SN:77-725851 RN:3,681,801	Registered Supplemental Register September 8, 2009
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	RMSURVEY (Stylized) 	SN:77-725838 RN:3,681,800	Registered Supplemental Register September 8, 2009
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	RMUNIVERSITY (Stylized) 	SN:77-725794 RN:3,681,797	Registered Supplemental Register September 8, 2009
Bickmore & Associates, Inc., Dba Bickmore Risk Services (California Corp.) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833	SIIMS (SECURE INSURANCE INFORMATION MANAGEMENT SYSTEM) 	SN:77-747855	Abandoned - No Statement of Use January 3, 2011