

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLEY CLAIMS SERVICES, LLC		10/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 WEST WASHINGTON STREET, SUITE 1450		
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:	3576946	WORLEY	
Registration Number:	3568182	CERTAINTY IN A WORLD OF RISK	
CORRESPONDENCE DATA			
Fax Number:	2068394301		
<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:	2068394433		
Email:	dadams@orrick.com		
Correspondent Name:	Orrick/Dylan O. Adams		
Address Line 1:	701 5th Ave., Suite 5600		
Address Line 4:	Seattle, WASHINGTON 98104-7097		
ATTORNEY DOCKET NUMBER:	41901-10		
NAME OF SUBMITTER:	Dylan O. Adams		
SIGNATURE:	/Dylan O. Adams/		
DATE SIGNED:	10/31/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2014, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of October 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Aquiline Worley Purchaser LLC (which on the Closing Date shall be merged with and into Worley Claims Services, LLC), Aquiline Worley Parent LLC, the lenders from time to time party thereto (the “*Lenders*”), Cortland Capital Market Services LLC, as administrative agent for the Lenders and as Collateral Agent and Credit Suisse Corporate Credit Solutions, LLC, as arranger agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Collateral Agreement of even date herewith in favor of the Agent (the “*Guaranty and Collateral Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Collateral Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “*Security Interest*”) in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in the following Collateral (other than Excluded Property) of such Grantor (the “*Trademark Collateral*”):

all of such Grantor’s ownership rights in: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, ,

and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby; *provided* that “Trademarks” shall not include any Excluded Assets.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Collateral Agreement and each Grantor hereby acknowledges and agrees that (i) the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Trademark Security Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.05. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

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

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Collateral Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

WORLEY CLAIMS SERVICES, LLC
as Grantor

By: 

Name: Kyle Arceneaux

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 005392 FRAME: 0026

ACCEPTED AND AGREED

as of the date first above written:

**CORTLAND CAPITAL MARKET
SERVICES LLC,**

as Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule I

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WORLEY	3,576,946	2/17/2009
CERTAINTY IN A WORLD OF RISK	3,568,182	1/27/2009

OHSUSA:759326994.3
NY6621942.3