

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KINSALE HOLDINGS, INC.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4830525	VALIDANT	
Registration Number:	4827557	VALIDANT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Robin Riley		
SIGNATURE:	/Robin Riley/		
DATE SIGNED:	02/01/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

KINSALE HOLDINGS, INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s): January 31, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: BANK OF AMERICA, N.A.

Internal Address:

Street Address: One Bryant Park

City: New York

State: NY

Country: USA

Zip: 10036

Association Citizenship:

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship: USA

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Trademark Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3705

Fax Number:

Email Address: riley@otterbourg.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment information:


a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

Robin Riley

Name of Person Signing

February 1, 2019

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of January 31, 2019 by Kinsale Holdings, Inc., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A. ("Lender"), and is being delivered in connection with that certain Revolving Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Revolving Loan Agreement"), by and among Grantor, Authentic Buyer, Inc., a Delaware corporation, the guarantors party thereto, and Lender. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Revolving Loan Agreement.

WITNESSETH

WHEREAS, pursuant to the Revolving Loan Agreement, Lender has agreed to make certain Loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Revolving Loan Agreement, the Grantor granted to Lender a continuing security interest in, among other Collateral, certain Trademarks of the Grantor and has agreed to execute this Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1 Incorporation of Revolving Loan Agreement Provisions. The Revolving Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference hereto. In the event that any provision of this Agreement is deemed to conflict with the Revolving Loan Agreement, the provisions of the Revolving Loan Agreement shall control.

Section 2 Grant of Security Interest. The Grantor hereby grants to Lender a continuing security interest in and Lien upon all the Trademarks listed on Schedule A hereto, and all goodwill associated therewith (collectively, the "Trademark Collateral"), to secure the prompt payment and performance of the Obligations. Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall such Trademark Collateral granted include, or such security interest granted attach to, any Excluded Property, including without limitation, any "intent-to-use" (or similar) Trademarks prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law; provided, however, that after such filing and acceptance, such property shall automatically be deemed to constitute Trademark Collateral.

Section 3 Termination. Upon the termination of the Revolving Loan Agreement or the termination or release of Lender's security interest in any of the Trademark Collateral, Lender shall promptly execute and deliver to the Grantor an instrument in writing in recordable form releasing the grant of a security interest in all affected Trademark Collateral

made pursuant to this Agreement along with any other discharge or release documents reasonably necessary or appropriate to release, as of record, the Trademark Collateral.

Section 4 Cumulative Remedies. The rights and remedies of Lender under the Loan Documents are cumulative, may be exercised at any time and from time to time, concurrently or in any order, and are not exclusive of any other rights or remedies available by agreement, by law, at equity or otherwise.

Section 5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Grantor, Lender, and their respective successors and assigns, except as otherwise provided in the Revolving Loan Agreement.

Section 6 Governing Law. This Agreement and all claims shall be governed by and construed in accordance with the laws of the State of New York.

Section 7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement may be executed and delivered by facsimile or other electronic transmission, and this Agreement shall have the same force and effect as manually signed originals.

Section 8 [Reserved].


Section 9 Intercreditor Agreement. The Liens and security interests securing the Obligations as evidenced hereby are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

KINSALE HOLDINGS, INC.

By: 
Name: Purvi Chakuri
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006547 FRAME: 0219

AGREED AND ACCEPTED:

BANK OF AMERICA, N.A., as Lender

By: Steven Blumberg
Name: Steven Blumberg
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
U.S.	Kinsale Holdings, Inc.	VALIDANT	Active	4830525	13-OCT-2015
U.S.	Kinsale Holdings, Inc.	VALIDANT	Active	4827557	06-OCT-2015