

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3167178

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| EREINSURE.COM, INC. | 12/31/2014 |
| RECEIVING PARTY DATA | |
| Name: | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH |
| Street Address: | 11 MADISON AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 7333940 |
| Patent Number: | 7565302 |
| CORRESPONDENCE DATA | |
| Fax Number: | (704)339-3449 |
| <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: | 7043778149 |
| Email: | swarfield@rbh.com |
| Correspondent Name: | SUZANNE WARFIELD |
| Address Line 1: | 101 N. TRYON ST., SUITE 1900 |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28246 |
| ATTORNEY DOCKET NUMBER: | 16659.00230 |
| NAME OF SUBMITTER: | SUZANNE WARFIELD |
| SIGNATURE: | /Suzanne Warfield/ |
| DATE SIGNED: | 12/31/2014 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 5 | |
| source=Patent Security Agreement (Second Lien)#page1.tif | |
| source=Patent Security Agreement (Second Lien)#page2.tif | |
| source=Patent Security Agreement (Second Lien)#page3.tif | |
| source=Patent Security Agreement (Second Lien)#page4.tif | |

PATENT SECURITY AGREEMENT (SECOND LIEN)

THIS PATENT SECURITY AGREEMENT (SECOND LIEN), dated as of December 31, 2014 (this “**Agreement**”), is between EREINSURE.COM, INC., a Delaware corporation, located at 420 E. South Temple Ste., Salt Lake City, Utah, 84111 (the “**Grantor**”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“**CS**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement (Second Lien) dated as of December 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Second Lien Guarantee and Collateral Agreement**”), among Holdings, New Holdco, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement (Second Lien) dated as of December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), among Holdings, New Holdco, the Borrower, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Second Lien Credit Agreement and is willing to execute and deliver the Second Lien Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Second Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all patents issued by the United States or the equivalent thereof in any other country, and all applications for patents of the United States or the equivalent thereof in any other country, including issued patents and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein ((a) and (b) collectively, the “**Patents**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Agreement.

SECTION 4. Second Lien Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Patent Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be coterminous with the Second Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This 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 7.04 of the Second Lien Guarantee and Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Further Assurances. The Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Patent Collateral.

SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY THE LIEN AND SECURITY INTEREST GRANTED TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, IN ITS CAPACITY AS COLLATERAL AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTER CREDITOR AGREEMENT DATED AS OF DECEMBER [], 2014 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME THE "*INTERCREDITOR AGREEMENT*") BETWEEN THE FIRST LIEN AGENT (AS DEFINED THEREIN) AND THE SECOND LIEN AGENT (AS DEFINED THEREIN). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EREINSURE.COM, INC.

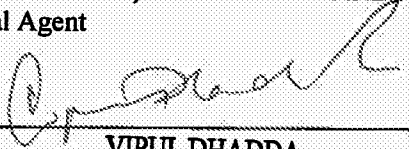
By: Angela N. Higbea
Name: Angela N. Higbea
Title: Assistant Secretary


[Signature Page to Patent Security Agreement (Second Lien)]

PATENT
REEL: 034607 FRAME: 0341

Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: **VIPUL DHADDA**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Samuel Miller**
Title: **Authorized Signatory**

[Signature Page to Patent Security Agreement (Second Lien)]

PATENT
REEL: 034607 FRAME: 0342

**SCHEDULE I TO
PATENT SECURITY AGREEMENT (SECOND LIEN)**

Patents and Patent Applications

| <u>Owner</u> | <u>Title</u> | <u>Patent Number</u> | <u>Registration Date</u> |
|---------------------|--|----------------------|--------------------------|
| eReinsure.com, Inc. | Systems and Methods for Negotiating Reinsurance for a Risk | 7,333,940 | 2/19/2008 |
| eReinsure.com, Inc. | Negotiating Reinsurance For A Risk | 7,565,302 | 7/21/2009 |