

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497049

|   |   |  |                      |
|---|---|--|----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |  |                      |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |  |                      |
| <b>CONVEYING PARTY DATA</b>   |   |  |                      |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>                    | <b>Entity Type</b>   |
| BRIGHTWAY INSURANCE, INC.   |   | 10/31/2018                               | Corporation: FLORIDA |
| <b>RECEIVING PARTY DATA</b>   |   |  |                      |
| <b>Name:</b>  | JPMORGAN CHASE BANK, N.A.                   |  |                      |
| <b>Street Address:</b>  | 10 South Dearborn, Floor L2                 |  |                      |
| <b>Internal Address:</b>  | Suite IL-1650                               |  |                      |
| <b>City:</b>  | Chicago                                     |  |                      |
| <b>State/Country:</b>   | ILLINOIS                                    |  |                      |
| <b>Postal Code:</b>   | 60603-2300                                  |  |                      |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |  |                      |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |  |                      |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>                         |                      |
| <b>Registration Number:</b>   | 4023007                                     | BRIGHTWAY INSURANCE                      |                      |
| <b>Registration Number:</b>   | 4029015                                     | BRIGHTWAY INSURANCE                      |                      |
| <b>Registration Number:</b>   | 4050914                                     | THE INSURANCE AGENCY REINVENTED          |                      |
| <b>Registration Number:</b>   | 4253867                                     | BRIGHTWAY INSURANCE                      |                      |
| <b>Registration Number:</b>   | 4684422                                     | THE INSURANCE AGENCY REINVENTED AROUND Y |                      |
| <b>Registration Number:</b>   | 5107663                                     |  |                      |
| <b>CORRESPONDENCE DATA</b>  |   |  |                      |
| <b>Fax Number:</b>  | 2026725399                                  |  |                      |
| <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> |   |  |                      |
| <b>Phone:</b>   | 202-672-5300                                |  |                      |
| <b>Email:</b>   | IPDocketing@foley.com                       |  |                      |
| <b>Correspondent Name:</b>  | Norm J. Rich                                |  |                      |
| <b>Address Line 1:</b>  | Foley & Lardner LLP                         |  |                      |
| <b>Address Line 2:</b>  | 3000 K Street, N.W., Sixth Floor            |  |                      |
| <b>Address Line 4:</b>  | Washington, D.C. 20007                      |  |                      |
| <b>NAME OF SUBMITTER:</b>   | Norm J. Rich                                |  |                      |
| <b>SIGNATURE:</b>   | /Norm J. Rich/                              |  |                      |

OP \$165.00 4023007

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 11/06/2018 |
|---------------------|------------|

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 31, 2018, is made by BRIGHTWAY INSURANCE, INC. (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

WITNESSETH

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement dated as of October 31, 2018 (as in effect on the date hereof and as amended, modified and supplemented from time to time, the "Security Agreement"), in favor of Lender, on behalf of Lender and the other Secured Parties, 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 Lender to enter into the Credit Agreement, the Grantor hereby agrees with the Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Lender, on behalf of the Secured Parties, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Security Agreement. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Security Agreement and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

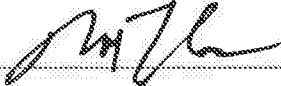
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

7. Disputes. All claims, disputes and controversies between the Grantors and the Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Security Agreement.

*[Signature page follows]*

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

**BRIGHTWAY INSURANCE, INC.**

By: 

Name: Robert H. Taylor

Title: Chief Financial Officer

[Trademark Security Agreement]

AGREED TO AND ACCEPTED:

**JPMORGAN CHASE BANK, N.A.,**  
as Lender

By: Robert Diltz

Name: *Robert Diltz*

Title: *Authorized officer*

Address: JP Morgan Chase Bank, N.A.  
Middle Market Servicing  
10 South Dearborn, Floor L2  
Suite IL-1650  
Chicago, Illinois 60603-2300  
Attention: Manager of Wholesale Operations

[Trademark Security Agreement]

**SCHEDULE 1**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

| Owner                     | Trademark  | Registration No. | Registration Date  |
|---------------------------|--|------------------|--------------------|
| Brightway Insurance, Inc. |   | 4023007          | September 6, 2011  |
| Brightway Insurance, Inc. | BRIGHTWAY INSURANCE  | 4029015          | September 20, 2011 |
| Brightway Insurance, Inc. | THE INSURANCE AGENCY REINVENTED  | 4050914          | November 1, 2011   |
| Brightway Insurance, Inc. | <br>(with the color blue claimed as a feature of the mark) | 4253867          | December 4, 2012   |
| Brightway Insurance, Inc. | THE INSURANCE AGENCY REINVENTED<br>AROUND YOU  | 4684422          | February 10, 2015  |
| Brightway Insurance, Inc. |   | 5107663          | December 27, 2016  |
| Brightway Insurance, Inc. |   | T14000000790     | July 17, 2014      |
| Brightway Insurance, Inc. | BRIGHTWAY INSURANCE  | T14000000789     | July 17, 2014      |