

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TZ INSURANCE SOLUTIONS LLC		06/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3860221	COMPARE QUOTES > FIND CHEAP RATES	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F143319		
NAME OF SUBMITTER:	Lisa A. Cobbett		
Signature:	/Lisa A. Cobbett/		

OP \$40.00 3860221

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**TRADEMARK
 REEL: 004953 FRAME: 0688**

Date:

01/31/2013

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 29, 2012, is made by and between **TZ INSURANCE SOLUTIONS LLC** ("Company"), and **THE PRIVATEBANK AND TRUST COMPANY** as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth herein) certain Affiliates of the Lenders (in such capacity, the "Agent"), each having a business location at the address set forth below next to its signature below.

Recitals

A. Company and Lender are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of the MG LLC ("Borrower").

B. As a condition to extending credit to or for the account of the Borrower, Agent has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This

Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrower to evidence and record the release of the Lien on the Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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

[Signature Page Follows]

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

c/o MG LLC d/b/a TRANZACT
2200 Fletcher Avenue, 4th Floor
Fort Lee, NJ 07024
Attn: David Graf

TZ INSURANCE/LLC

By: _____

Name: Kevin Waldman
Vice President, Treasurer and Chief
Financial Officer

[Signature Page to Patent and Trademark Security Agreement – TZ Insurance]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

The PrivateBank and Trust Company
120 S. LaSalle St.
Chicago, Illinois 60603
Attention: Andre Nel

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 
Name: Andre Nel
Its: Managing Director

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK
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EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"COMPARE QUOTES > FIND CHEAP RATES"	3,860,221	10/12/10

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

"Civic Services Group"