

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NFP Corp.		01/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N Tryon St.		
Internal Address:	Attn: MAC Legal, Mail Code NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2422912	NFP	
Registration Number:	2742420	NFP NATIONAL FINANCIAL PARTNERS	
Registration Number:	4094882	PARTNERSFINANCIAL	
Registration Number:	4094883	PARTNER. PRESERVE. PROSPER.	
Registration Number:	4094884	NFP	
Registration Number:	4094885	NFP	
Registration Number:	4094886		
Registration Number:	4094887		
Registration Number:	4097432	NFP	
Registration Number:	4097433	NFP	
Registration Number:	4100472	NATIONAL FINANCIAL PARTNERS	
Registration Number:	4211885	ACCESS. INSIGHT. ADVANTAGE.	
Registration Number:	4420178	BENEFITS PARTNERS	
Serial Number:	86779246	BENEFITS-AT-A-GLANCE	
Registration Number:	4940986	THE HARTFIELD COMPANY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$390.00 2422912

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	01/09/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 6, 2017, among NFP CORP., a Delaware corporation (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of January 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) registered Trademarks and Trademark applications of the Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in

recordable form releasing the security interest in the Trademarks of the Grantor under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

NFP CORP

By: 

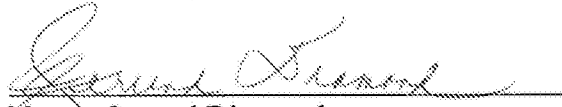
Name: Brett Schneider

Title: Chief Financial Officer

[Trademark Security Agreement]

**TRADEMARK
REEL: 005961 FRAME: 0790**

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Gerund Diamond
Title: Assistant Vice-President

[Trademark Security Agreement]

TRADEMARK
REEL: 005961 FRAME: 0791

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Registration/ Serial No.	Drawing	Code	Word Mark	Registration Date
2422912		3	NFP	01/23/01
2742420		3	NFP NATIONAL FINANCIAL PARTNERS	07/29/03
4094882		3	PARTNERSFINANCIAL	02/07/12
4094883		4	PARTNER. PRESERVE. PROSPER.	02/07/12
4094884		4	NFP	02/07/12
4094885		3	NFP	02/07/12
4094886		2		02/07/12
4094887		2		02/07/12
4097432	NFP	5	NFP	02/14/12
4097433		3	NFP	02/14/12
4100472		4	NATIONAL FINANCIAL PARTNERS	02/21/12
4211885		4	ACCESS. INSIGHT. ADVANTAGE.	09/25/12
4420178		3	BENEFITS PARTNERS	10/22/13
86779246		4	BENEFITS-AT-A-GLANCE	PENDING
4940986			THE HARTFIELD COMPANY	04/19/16