

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
Hub International Canada West ULC		10/02/2013	ULC: CANADA
Hub International Ontario Limited		10/02/2013	Limited: CANADA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc. as collateral agent
Street Address:	1300 Thames Street, Thames Street Wharf, Floor 04
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0590585	REPRESENTING THE BUYER
Registration Number:	2900083	HUB INTERNATIONAL
Registration Number:	3270884	HUB INTERNATIONAL
Registration Number:	3270885	HUB INTERNATIONAL
Registration Number:	3465423	HUBPRO

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

OP \$140.00 0590585

TRADEMARK

NAME OF SUBMITTER:	ELAINE CARRERA, LEGAL ASSISTANT
Signature:	/Marina Kelly Thomson Reuters/
Date:	10/04/2013
Total Attachments: 7 source=Tab 07A Canadian Intellectual Property Agreement#page1.tif source=Tab 07A Canadian Intellectual Property Agreement#page2.tif source=Tab 07A Canadian Intellectual Property Agreement#page3.tif source=Tab 07A Canadian Intellectual Property Agreement#page4.tif source=Tab 07A Canadian Intellectual Property Agreement#page5.tif source=Tab 07A Canadian Intellectual Property Agreement#page6.tif source=Tab 07A Canadian Intellectual Property Agreement#page7.tif	

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):

- 1. Hub International Canada West ULC
- 2. Hub International Ontario Limited

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. ULC 2. Limited

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 2, 2013

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc. as collateral agent

Street Address: 1300 Thames Street, Thames Street Wharf, Floor 04

City: Baltimore

State: MD

Country: USA Zip: 21231

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank 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)

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

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

5

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

October 2, 2013

Date

Elaine Carrera

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), dated as of October 2, 2013, among each of the undersigned (each, a “**Canadian Grantor**” and collectively, the “**Canadian Grantors**”), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors in such capacity, the “**Collateral Agent**”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Canadian Security Agreement, dated as of the date hereof (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the “**Canadian Security Agreement**”), among Hub International Canada West ULC (the “**Canadian Borrower**”), each of the subsidiaries of the U.S. Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof, and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”).

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Canadian Security Agreement, each of the Canadian Borrower and each of the U.S. Subsidiaries party thereto (to the extent any such party has Canadian Registered Intellectual Property) has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Canadian Security Agreement to the Collateral Agent in such Canadian Grantor’s Canadian Registered Intellectual Property, and U.S. Registered Intellectual Property with the United States Patent and Trademark Office, United States Copyright Office and any other Governmental Authorities located in the U.S. necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and each of the Canadian Grantors agree as follows:

SECTION 1. Grant of Security. Each of the Canadian Grantors hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such Canadian Grantor’s right, title and interest in and to the Canadian Trademark registrations and applications and the Canadian Copyright registrations and applications, in each case, set forth in Schedule A hereto, and U.S. Trademark registrations and applications, U.S. issued Patents and applications, and U.S. Copyright registrations and applications, in each case, set forth in Schedule B hereto (collectively, the “**Collateral**”).

SECTION 2. Security for Canadian First Lien Obligations. The grant of a security interest in the Collateral by each of the Canadian Grantors under this IP Security Agreement secures the payment of all amounts that constitute part of the Canadian First Lien Obligations and would be owed to the Collateral Agent or the First Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Canadian Grantor.

SECTION 3. Recordation. Each of the Canadian Grantors authorizes and requests that an officer or employee of the Office of the Registrar of Trademarks and the Copyright Office and any other applicable governmental officer located in Canada record this IP Security Agreement. Each of the Canadian Grantors further authorizes and requests that the United States Patent and Trademark Office,

United States Copyright Office and any other applicable governmental officer located in the U.S. record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Canadian Security Agreement. Each Canadian Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.


SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Canadian Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Canadian Security Agreement. All communications and notices hereunder to each of the Canadian Grantors shall be given to it in care of the Canadian Borrower at the U.S. Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).


SECTION 9. Expenses. To the extent either of the Borrowers would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Canadian Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Canadian Intellectual Property Security Agreement as of the day and year first above written.

HUB INTERNATIONAL CANADA WEST ULC,
as Grantor

By: 
Name: Philip Adler
Title: Vice President and Assistant
Secretary

HUB INTERNATIONAL ONTARIO LIMITED,
as Grantor

By: 
Name: Philip Adler
Title: Vice President and Assistant
Secretary

[Signature Page to Canadian Intellectual Property Security Agreement]

TRADEMARK
REEL: 005124 FRAME: 0684

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By:


Name: Nehal Abdel Hakim

Title: Authorized Signatory

[Signature Page to Canadian Intellectual Property Security Agreement]

Schedule A

Canadian Registered Intellectual Property

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS


<u>Registered Owner/Grantor</u>	<u>Title</u>	<u>Registration or Application No.</u>
Hub International Ontario Limited	The Broker Shield Program	1033096
Hub International Ontario Limited	The Broker Shield Program	1102219

B. PATENTS AND PATENT APPLICATIONS

None.

C. TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration or Application No.</u>
Hub International Canada West ULC	HUB	0845411 TMA497186
Hub International Canada West ULC	THE HUB	0845414 TMA497110
Hub International Canada West ULC	THE HUB GROUP	0845412 TMA497114
Hub International Canada West ULC	THE HUB GROUP OF COMPANIES	0845413 TMA497116
Hub International Canada West ULC	HUB724.COM	1056249 TMA567998
Hub International Canada West ULC	THE HUB ADVANTAGE	1010305 TMA535065
Hub International Canada West ULC	HUB INTERNATIONAL	1056252 TMA586205
Hub International Canada West ULC	HUB FINANCIAL	1010304 TMA553772
Hub International Canada West ULC	YOUR INSURANCE SUPERSTORE	0795798 TMA489831
Hub International Canada West ULC	REPRESENTING THE BUYER	1095223 TMA612889
Hub International Ontario Limited	THE BROKER SHIELD PROGRAM	1266378 TMA677037
Hub International Ontario Limited	The Accountant Shield Program	1311883 TMA729683

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration or Application No.</u>
Hub International Canada West ULC	PHOENIX GROUP	1015927 TMA537312
Hub International Canada West ULC	 Phoenix Group	1015928 TMA537314

D. INDUSTRIAL DESIGN AND INDUSTRIAL DESIGN APPLICATIONS

None.

U.S. Registered Intellectual Property

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

B. PATENTS AND PATENT APPLICATIONS

None.

C. TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Owner</u>
REPRESENTING THE BUYER	590,585	71554902	Hub International Canada West ULC
HUB INTERNATIONAL	2,900,083	75937181	Hub International Canada West ULC
HUB INTERNATIONAL	3,270,884	77003444	Hub International Canada West ULC
HUB INTERNATIONAL	3,270,885	77003462	Hub International Canada West ULC
HUBPRO	3,465,423	77170066	Hub International Canada West ULC