

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hub International Canada West ULC		04/25/2018	unlimited liability company: CANADA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc. as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86373420	HUB	
Serial Number:	86624067	MYHUB	
Serial Number:	75937181	HUB INTERNATIONAL	
Serial Number:	77003444	HUB INTERNATIONAL	
Serial Number:	77003462	HUB INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rxa@cll.com		
Correspondent Name:	Robert J. English		
Address Line 1:	114 West 47th Street		
Address Line 4:	New York, NEW YORK 10036-1525		
NAME OF SUBMITTER:	Robert J. English		
SIGNATURE:	/Robert J. English/		
DATE SIGNED:	05/03/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of April 25, 2018, among the Person listed on the signature pages hereof (each, the “Grantor”), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents 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 April 25, 2018 (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, 1.7, 1.8 and 1.11 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, the Grantor 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 Grantor’s Canadian Registered Intellectual Property with the Canadian Intellectual Property Office and any other Governmental Authorities located in Canada necessary to perfect the Security Interest hereunder in such 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 the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Canadian Trademark registrations and applications, Canadian Patent registrations and applications, and 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 the Grantor 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 the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that an officer or employee of the Office of the Registrar of Trademarks, the Patent Office and the Copyright Office and any other applicable governmental office located in Canada record this IP Security Agreement. The Grantor further authorizes and requests that the United States Patent and Trademark Office, United States Copyright Office and any other applicable governmental officer located in 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. The 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 the Grantor 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 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, the 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: Robert Sajdak
Title: Vice President

HUB INTERNATIONAL ONTARIO LIMITED,
as Grantor

By: 

Name: Robert Sajdak
Title: Vice President

HUB INTERNATIONAL MANITOBA LIMITED
(on behalf of itself and as successor to Horizon
Insurance Inc.), as Grantor

By: 

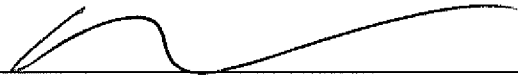
Name: Robert Sajdak
Title: Vice President

BEACON UNDERWRITING LTD., as Grantor


By: 

Name: Robert Sajdak
Title: Vice President


BELYER INSURANCE LIMITED, as Grantor

By: 
Name: Robert Sajdak
Title: Vice President

THE BENEFITS COMPANY INC., as Grantor

By: 
Name: Robert Sajdak
Title: Vice President


ES3 INSURANCE SERVICES LTD., as Grantor

By: 
Name: Robert Sajdak
Title: Vice President

[Signature Page to Canadian Intellectual Property Security Agreement]

TRADEMARK
REEL: 006325 FRAME: 0271

MORGAN STANLEY SENIOR FUNDING INC.,
as Collateral Agent

By: 
Name: Michel Gauthier
Title: Adversarial Synarch

{Signature Page to Canadian Intellectual Property Security Agreement}

TRADEMARK
REEL: 006325 FRAME: 0272

Schedule A

Canadian Registered Intellectual Property

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS

Copyright (Work)	Registration No.	Registration Date	Owner
The Broker Shield Program	1033096	September 28, 2005	Hub International Ontario Limited Assigned from The Broker Shield Program Inc. under assignment #1095533 recorded on May 9, 2012
The Broker Shield Program	1102219	February 15, 2013	Hub International Ontario Limited dba Pro-Form Sinclair Professional

B. PATENTS AND PATENT APPLICATIONS

None.

C. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trade-Mark	Application No.	Trademark No.	Owner
HUB	845411	TMA497186	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	795798	TMA489831	Hub International Canada West ULC
REPRESENTING THE BUYER	1095223	TMA612889	Hub International Canada West ULC

Trade-Mark	Application No.	Trademark No.	Owner
MYHUB	1728817	N/A	Hub International Canada West ULC
OUR INSURANCE. YOUR ADVANTAGE.	1544985	TMA836086	Hub International Canada West ULC
THE BROKER SHIELD PROGRAM	1266378	TMA677037	Hub International Ontario Limited
THE ACCOUNTANT SHIELD PROGRAM	1311883	TMA729683	Hub International Ontario Limited
HORIZON ADVANTAGE & DESIGN	1554818	TMA867761	Hub International Horizon Insurance LP by its General Partner, Horizon Insurance Inc. (predecessor to Hub International Manitoba Limited)
HORIZON INSURANCE & DESIGN	1392643	TMA752570	Horizon Insurance Inc. (predecessor to Hub International Manitoba Limited), as General Partner on behalf of Horizon Insurance, LP
BEACON724	1854029	N/A	Beacon Underwriting Ltd dba Beacon Underwritring (sic)
ONEBEACON	1854028	N/A	Beacon Underwriting Ltd dba Beacon Underwritring (sic)
BEACON	1854030	N/A	Beacon Underwriting Ltd dba Beacon Underwritring (sic)
CARGOSURE	1827216	N/A	Beacon Underwriting Ltd Dba Can-Sure Underwriting
REALTYSURE	1827211	N/A	Beacon Underwriting Ltd Dba Can-Sure Underwriting
CYBERSURE	1827214	N/A	Beacon Underwriting Ltd Dba Can-Sure Underwriting
EASYINSURE.CA	1350764	TMA764393	Belyer Insurance Limited
EASYINSURE.CA & DESIGN	1350766	TMA764392	Belyer Insurance Limited
THE GREENLIGHT RETIREMENT PROGRAM	1310370	TMA709265	The Benefits Company Inc.
ASSURANCE BEFORE INSURANCE	1378870	TMA755833	ES3 Insurance Services Ltd.

[Signature Page to Canadian Intellectual Property Security Agreement]

Trade-Mark	Application No.	Trademark No.	Owner
ES3	1370827	TMA778480	ES3 Insurance Services Ltd.
BAR & CIRCLE DESIGN	1177475	TMA627022	ES3 Insurance Services Ltd.
EMPLOYEE STRATEGIES & BAR & CIRCLE DESIGN	1177476	TMA627107	ES3 Insurance Services Ltd.
EXECUTIVE STRATEGIES	1033672	TMA589824	ES3 Insurance Services Ltd.

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. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark	Application Number	Registration Number
Hub International Canada West ULC	HUB	86373420	4,715,764
Hub International Canada West ULC	MYHUB	86624067	4,892,025
Hub International Canada West ULC	HUB INTERNATIONAL	75937181	2,900,083
Hub International Canada West ULC	HUB INTERNATIONAL	77003444	3,270,884
Hub International Canada West ULC	HUB INTERNATIONAL	77003462	3,270,885

D. INDUSTRIAL DESIGN AND INDUSTRIAL DESIGN APPLICATIONS

None