

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471805

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FNA Insurance Services, Inc.		04/25/2018	Corporation: DELAWARE
Hub International Insurance Services Inc.		04/25/2018	Corporation: CALIFORNIA
Hub International Iowa LLC		04/25/2018	Limited Liability Company: DELAWARE
Hub International Midwest Limited		04/25/2018	Corporation: INDIANA
Hub International Northwest LLC		04/25/2018	Limited Liability Company: WASHINGTON
North American Marine Underwriters LLC		04/25/2018	Limited Liability Company: DELAWARE
Hub International Canada West ULC		04/25/2018	Unlimited Liability Company: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	11300 Thames Street, Thames Street Wharf, Floor 04
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5218761	FNA FIRST NATIONAL ACCESS
Registration Number:	5018250	MY AGENCY EXCHANGE
Registration Number:	2984310	BENEFITSTRACKER
Registration Number:	4145798	RUHL & RUHL
Registration Number:	2363452	THE MURPHY INSURANCE GROUP
Registration Number:	4148553	EMSPRING
Registration Number:	3443628	NORTH AMERICAN MARINE UNDERWRITERS
Registration Number:	4892025	MYHUB
Registration Number:	4715764	HUB

OP \$315.00 5218761

Property Type	Number	Word Mark
Registration Number:	3270885	HUB INTERNATIONAL
Registration Number:	3270884	HUB INTERNATIONAL
Registration Number:	2900083	HUB INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 8009144240
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.

Phone: 614-280-3303
Email: michael.violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/30/2018

Total Attachments: 12
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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. FNA Insurance Services, Inc.
Corporation - Delaware, USA
- 2. Hub International Insurance Services Inc.
Corporation - California, USA
- 3. Hub International Iowa LLC
Limited Liability Company - Delaware, USA
- 4. Hub International Midwest Limited
Corporation - Indiana, USA
- 5. Hub International Northwest LLC
Limited Liability Company - Washington, USA
- 6. North American Marine Underwriters LLC
Limited Liability Company - Delaware, USA
- 7. Hub International Canada West ULC
Unlimited Liability Company - British Columbia, Canada

Execution Date(s) April 25, 2018

- 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: 11300 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) _____

B. Trademark Registration No.(s) _____

See attached 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: Doris Ka

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 16270.1194

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

12

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: 

Signature

April 26, 2018

Date

Doris Ka, Legal Assistant

Name of Person Signing

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

12

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

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of April 25, 2018, among the Persons listed on the signature pages hereof (the “Grantors”), 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 U.S. 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 “U.S. Security Agreement”) among **HOCKEY INTERMEDIATE INC.**, a Delaware corporation (“Holdings”), **HUB INTERNATIONAL LIMITED**, a Delaware corporation (the “U.S. 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 (each such subsidiary, individually, a “U.S. Subsidiary Grantor” and, collectively, the “U.S. Subsidiary Grantors”; and, together with Holdings and the U.S. Borrower, collectively, the “U.S. Grantors”) and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in First Lien Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the U.S. Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the U.S. Security Agreement to the Collateral Agent in such U.S. Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such U.S. Grantor’s right, title and interest in and to the following (collectively, the “Collateral”):

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth in Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the 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 such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to 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 U.S. Security Agreement. Each 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 U.S. 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 U.S. Security Agreement, the terms of the U.S. 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 STATE OF NEW YORK.

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 U.S. 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 U.S. Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the U.S. 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 U.S. Borrower 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 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, expenses and other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

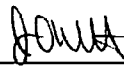
HUB INTERNATIONAL CANADA WEST
ULC

By: 
Name: John Albright
Title: Vice President and Secretary

[Signature Page to U.S. Intellectual Property Security Agreement]

TRADEMARK
REEL: 006346 FRAME: 0062

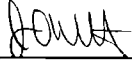
HUB INTERNATIONAL INSURANCE
SERVICES INC.

By: 
Name: John Albright
Title: Vice President and Secretary

[Signature Page to U.S. Intellectual Property Security Agreement]

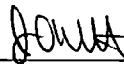
TRADEMARK
REEL: 006346 FRAME: 0063

HUB INTERNATIONAL IOWA LLC

By: 
Name: John Albright
Title: Vice President and Secretary

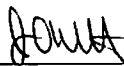
[Signature Page to U.S. Intellectual Property Security Agreement]

HUB INTERNATIONAL NORTHWEST LLC

By: 
Name: John Albright
Title: Vice President and Secretary

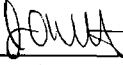
[Signature Page to U.S. Intellectual Property Security Agreement]

NORTH AMERICAN MARINE
UNDERWRITERS LLC

By: 
Name: John Albright
Title: Vice President and Secretary

[Signature Page to U.S. Intellectual Property Security Agreement]


FNA INSURANCE SERVICES, INC.

By: 
Name: John Albright
Title: Vice President and Assistant Secretary

[Signature Page to U.S. Intellectual Property Security Agreement]

TRADEMARK
REEL: 006346 FRAME: 0068

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By: 
Name: Michael Guttilla
Title: Authorized Signatory

[Signature Page to IP Security Agreement]

SCHEDULE A TO THE
U.S. INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	FNA Insurance Services, Inc.	FNA FIRST NATIONAL ACCESS	86054386 09/03/2013	5218761 06/06/2017
2.	FNA Insurance Services, Inc.	MY AGENCY EXCHANGE	86054400 09/03/2013	5018250 08/09/2016
3.	Hub International Insurance Services Inc.	BENEFITSTRACKER	76588248 04/22/2004	2984310 08/09/2005
4.	Hub International Iowa LLC	RUHL & RUHL	85407612 08/25/2011	4145798 05/22/2012
5.	Hub International Midwest Limited	THE MURPHY INSURANCE GROUP	75804772 09/10/1999	2363452 06/27/2000
6.	Hub International Northwest LLC	EMSPRING	85123400 09/04/2010	4148553 05/29/2012
7.	North American Marine Underwriters LLC	NORTH AMERICAN MARINE UNDERWRITERS	77109246 02/16/2007	3443628 06/10/2008
8.	Hub International Canada West ULC	MYHUB	86624067 05/08/2015	4892025 01/26/2016
9.	Hub International Canada West ULC	HUB	86373420 08/21/2014	4715764 04/07/2015
10.	Hub International Canada West ULC	HUB INTERNATIONAL	77003462 09/20/2006	3270885 07/31/2007
11.	Hub International Canada West ULC	HUB INTERNATIONAL	77003444 09/20/2006	3270884 07/31/2007
12.	Hub International Canada West ULC	HUB INTERNATIONAL	75937181 03/06/2000	2900083 11/02/2004