

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM492727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lockton, Inc.		10/04/2018	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank, as Administrative Agent		
<b>Street Address:</b>	1201 Walnut Street, Suite 750		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64106		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 85</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4460830	ARMR ANALYTICAL RISK METRIC RESOURCE	
<b>Registration Number:</b>	4003969	CIPLOCK	
<b>Registration Number:</b>	4145575	CLAIMS QA	
<b>Registration Number:</b>	4529659	COMMON CENTS	
<b>Registration Number:</b>	4730065	EXCELSIOR SOLUTIONS	
<b>Registration Number:</b>	2903712	INFOLOCK	
<b>Registration Number:</b>	4503314	INFOLOCK	
<b>Registration Number:</b>	4666040	INTEGRITY. TRANSPARENCY. RESULTS.	
<b>Registration Number:</b>	4434868	LATITUDE	
<b>Registration Number:</b>	4434867	LATITUDE GLOBAL CONTRACTOR INSURANCE GLO	
<b>Registration Number:</b>	1592320	L	
<b>Registration Number:</b>	3486042	LAWYERS INSURANCE ADVANTAGE	
<b>Registration Number:</b>	3564189	LAWYERS INSURANCE ADVANTAGE	
<b>Registration Number:</b>	3558537	LOCKSAFE	
<b>Registration Number:</b>	3732238	LOCKSMART	
<b>Registration Number:</b>	3732237	LOCKSMART STRATEGIC MONITORING AND RESEA	
<b>Registration Number:</b>	2624149	LOCKTON	
<b>Registration Number:</b>	3079592	LOCKTON AFFINITY	
<b>Registration Number:</b>	4711159	LOCKTON ANALYTICS	

OP \$2140.00 4460830

Property Type	Number	Word Mark
Registration Number:	4711158	LOCKTON ANALYTICS
Registration Number:	4419278	LOCKTON BENEFITLINK
Registration Number:	4419280	B
Registration Number:	4451735	LOCKTON CARES
Registration Number:	4610079	LOCKTON CARES
Registration Number:	4463083	LOCKTON CARES
Registration Number:	4649476	LOCKTON CARES
Registration Number:	4467483	LOCKTON COMPASS
Registration Number:	4467484	LOCKTON COMPASS
Registration Number:	4265770	LOCKTON GLOBAL
Registration Number:	4429787	LOCKTON HEALTHCARE NETWORK
Registration Number:	4426522	LOCKTON HEALTHCARE NETWORK UNDERSTANDING
Registration Number:	4277181	LOCKTON HEALTH RISK SOLUTIONS
Registration Number:	4679290	LOCKTON HEALTH RISK SOLUTIONS
Registration Number:	4296511	LOCKTON HEALTH RISK SOLUTIONS
Registration Number:	4296510	LOCKTON HEALTH RISK SOLUTIONS MEASURING
Registration Number:	3883692	LOCKTON HPDE INSURANCE PROGRAM
Registration Number:	4481502	LOCKTON MATRIX
Registration Number:	4485540	LOCKTON MATRIX FIDUCIARY RISK MANAGEMENT
Registration Number:	4458226	LOCKTON PAYLOCK
Registration Number:	4182406	LOCKTON PRISM
Registration Number:	4354217	LOCKTON ON CALL BENEFITS
Registration Number:	3753000	LOCKTON RE
Registration Number:	4543591	LOCKTON SELECT MARKETPLACE
Registration Number:	4543592	LOCKTON SELECT MARKETPLACE
Registration Number:	4145388	LOCKTON LSCALE LOCKTON SECURITIES CLASS
Registration Number:	4567053	LOCKTON SCORE
Registration Number:	4563020	LOCKTON SCORE
Registration Number:	4529165	LOCKTON SHARES SAFE
Registration Number:	4543611	LOCKTON WOMEN IN LEADERSHIP WHERE THERE'
Registration Number:	4624376	MEC ADVANTAGE
Registration Number:	4182635	MYHEALTHRATES.COM
Registration Number:	3238221	OUT PERFORM OUT DELIVER OUT IN FRONT
Registration Number:	4450767	PAYLOCK
Registration Number:	3042870	PECAP
Registration Number:	4297159	PHOTOCARE
Registration Number:	4294172	THE POST INSURANCE PROGRAM
Registration Number:	3528120	WE LIVE SERVICE!

Property Type	Number	Word Mark
Registration Number:	2960449	WE LIVE SERVICE!
Registration Number:	4819531	LOCKTON GLOBALVIEW
Registration Number:	4819530	L LOCKTON GLOBALVIEW
Registration Number:	4813713	LOCKTON MARKETPLACE
Registration Number:	4818751	LOCKTON MARKETPLACE
Registration Number:	4796560	NHE NATIONAL HOSPITALITY EXCHANGE
Registration Number:	5547319	GLOBAL BENEFITS NAVIGATOR
Registration Number:	5541532	LOCKTON TARGETSMART
Registration Number:	5516595	LOCKTON LIFE GAME
Registration Number:	5477003	LOCKTON ADVANTAGE POWERED BY IQ
Registration Number:	5477002	LOCKTON ADVANTAGE POWERED BY IQ
Registration Number:	5388452	LOCKTON SCORE
Registration Number:	5363034	LOCKTON TOTAL REWARDS ATTRACT RETAIN ENG
Registration Number:	5276477	ACTION THROUGH INSIGHT
Registration Number:	5276476	
Registration Number:	5158851	LOCKTON TOTAL REWARDS
Registration Number:	5158850	
Registration Number:	4921754	EXCELSIOR SOLUTIONS POWERED BY LOCKTON
Registration Number:	4776530	P.A.I.D. PROTECTION AGAINST INCOME DISRU
Registration Number:	5237420	LOCKTON GLOBAL BENEFITS NAVIGATOR
Registration Number:	4787590	NATIONAL HOSPITALITY EXCHANGE
Serial Number:	87634760	LOCKTON HEALTH & COMMUNITY SERVICES UNDE
Serial Number:	87614373	LOCKTONCONNECT.COM
Serial Number:	87614343	LOCKTONDUNNINGCONNECT.COM
Serial Number:	87424607	ALLUVION FLOOD INSURANCE POWERED BY LOCK
Serial Number:	87855987	LOCKTON INSIGHT
Serial Number:	87923434	LOCKTON MAP
Registration Number:	4425942	L-SCALE

#### CORRESPONDENCE DATA

**Fax Number:**

***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.***

**Email:** emily.klump@clarivate.com

**Correspondent Name:** Nancy A. Zarazua

**Address Line 1:** 111 West Monroe Street

**Address Line 2:** Chapman and Cutler LLP

**Address Line 4:** Chicago, ILLINOIS 60603

**NAME OF SUBMITTER:** Emily Klump

<b>SIGNATURE:</b>	/Emily Klump/
<b>DATE SIGNED:</b>	10/04/2018
<b>Total Attachments: 10</b> source=lockton, inc#page1.tif source=lockton, inc#page2.tif source=lockton, inc#page3.tif source=lockton, inc#page4.tif source=lockton, inc#page5.tif source=lockton, inc#page6.tif source=lockton, inc#page7.tif source=lockton, inc#page8.tif source=lockton, inc#page9.tif source=lockton, inc#page10.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):

Lockton, Inc.

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: Missouri  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) October 4, 2018

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Trademark Collateral Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: BMO Harris Bank, as Administrative Agent

Street Address: 1201 Walnut Street, Suite 750

City: Kansas City

State: Missouri

Country: USA Zip: 64106

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship National Banking Association  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: \_\_\_\_\_

Email Address: zarazua@chapman.com

6. Total number of applications and registrations involved:

85

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: Nancy A. Zarazua for Chapman and Cutler LLP

October 4, 2018

Signature

Date

Nancy A. Zarazua, Paralegal

Name of Person Signing

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

10

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

**TRADEMARK COLLATERAL AGREEMENT**

This 4th day of October, 2018, LOCKTON, INC., a Missouri corporation ("*Debtor*") with its principal place of business and mailing address at 444 West 47th Street, Suite 900, Kansas City, Missouri 64112, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association ("*BMO*"), with its mailing address at 1201 Walnut Street, Suite 750, Kansas City, MO 64106, acting as administrative agent hereunder for the Secured Parties as defined in the Pledge Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as "*Administrative Agent*"), and grants to Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Pledge Agreement bearing even date herewith by and among Debtor, the other parties from time to time party thereto and Administrative Agent, as the same may be amended, restated, supplemented or from time to time (the "*Pledge Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Administrative Agent on such Intent-to-Use Application as collateral security for the

Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Administrative Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Pledge Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Administrative Agent with respect to the Trademark Collateral are as provided by the Pledge Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies. In the event of a conflict between any provision of the Pledge Agreement and a provision of this Trademark Collateral Agreement, the provisions of the Pledge Agreement shall control.

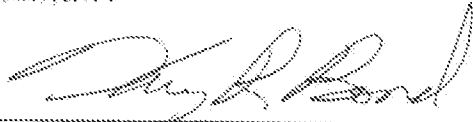
This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LOCKTON, INC.

By

  
Name Henry R. Bond  
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative  
Agent

By

Name \_\_\_\_\_  
Title \_\_\_\_\_

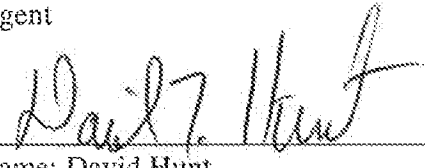
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LOCKTON, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative  
Agent

By  \_\_\_\_\_  
Name: David Hunt  
Title: Director

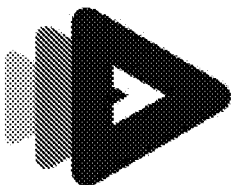
**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

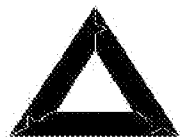
**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. No.	GRANTED
ARMR LOGO (ANALYTICAL RISK METRIC RESOURCE)	4460830	01/07/2014
CIPLOCK	4003969	07/26/2011
CLAIMS QA	4145575	05/22/2012
COMMON CENTS	4529659	05/13/2014
EXCELSIOR SOLUTIONS	4730065	05/05/2015
INFOLOCK	2903712	11/16/2004
INFOLOCK (AND DESIGN)	4503314	03/25/2014
INTEGRITY . TRANSPARENCY . RESULTS .	4666040	01/06/2015
LATITUDE	4434868	11/19/2013
LATITUDE GLOBAL CONTRACTOR INSURANCE	4434867	11/19/2013
L DESIGN	1592320	04/17/1990
LAWYERS INSURANCE ADVANTAGE	3486042	08/12/2008
LAWYERS INSURANCE ADVANTAGE	3564189	01/20/2009
LOCKSAFE	3558537	01/06/2009
LOCKSMART	3732238	12/29/2009
LOCKSMART STRATEGIC MONITORING AND RESEARCH TOOL	3732237	12/29/2009
LOCKTON	2624149	09/24/2002
LOCKTON AFFINITY	3079592	04/11/2006
LOCKTON ANALYTICS	4711159	03/31/2015
LOCKTON ANALYTICS	4711158	03/31/2015
LOCKTON BENEFITLINK	4419278	10/15/2013
B	4419280	10/15/2013

MARKS	REG. NO.	GRANTED
LOCKTON CARES	4451735	12/17/2013
LOCKTON CARES	4610079	09/23/2014
LOCKTON CARES	4463083	01/07/2014
LOCKTON CARES	4649476	12/02/2014
LOCKTON COMPASS	4467483	01/14/2014
LOCKTON COMPASS	4467484	01/14/2014
LOCKTON GLOBAL	4265770	12/25/2012
LOCKTON HEALTHCARE NETWORK	4429787	11/05/2013
LOCKTON HEALTHCARE NETWORK UNDERSTANDING RISK. DELIVERING SOLUTIONS.	4426522	10/29/2013
LOCKTON HEALTH RISK SOLUTIONS	4277181	01/15/2013
LOCKTON HEALTH RISK SOLUTIONS	4679290	01/27/2015
LOCKTON HEALTH RISK SOLUTIONS	4296511	02/26/2013
LOCKTON HEALTH RISK SOLUTIONS MEASURING HEALTH. REDUCING RISK. DELIVERING SOLUTIONS.	4296510	02/26/2013
LOCKTON HPDE INSURANCE PROGRAM	3883692	11/30/2010
LOCKTON MATRIX	4481502	02/11/2014
LOCKTON MATRIX FIDUCIARY RISK MANAGEMENT PROFILE	4485540	02/18/2014
LOCKTON PAYLOCK	4458226	12/31/2013
LOCKTON PRISM	4182406	07/31/2012
LOCKTON ON CALL BENEFITS	4354217	06/18/2013
LOCKTON RE	3753000	02/23/2010
LOCKTON SELECT MARKETPLACE	4543591	06/03/2014
LOCKTON SELECT MARKETPLACE	4543592	06/03/2014
L-SCALE	4425942	10/29/2013
LOCKTON LSCALE LOCKTON SECURITIES CLASS ACTION LOSS ESTIMATE	4145388	05/22/2012
LOCKTON SCORE	4567053	07/15/2014
LOCKTON SCORE	4563020	07/08/2014

MARKS	REG. NO.	GRANTED
LOCKTON SHARESAFE	4529165	05/13/2014
LOCKTON WOMEN IN LEADERSHIP WHERE THERE'S A WIL, THERE'S A WAY	4543611	06/03/2014
MEC ADVANTAGE	4624376	10/21/2014
MYHEALTHRATES.COM	4182635	07/31/2012
OUT PERFORM OUT DELIVER OUT IN FRONT	3238221	05/01/2007
PAYLOCK	4450767	12/17/2013
PECAP	3042870	01/10/2006
PHOTOCARE	4297159	03/05/2013
THE POST INSURANCE PROGRAM	4294172	02/26/2013
WE LIVE SERVICE!	3528120	11/04/2008
WE LIVE SERVICE!	2960449	06/07/2005
LOCKTON GLOBALVIEW	4819531	09/22/2015
L LOCKTON GLOBALVIEW	4819530	09/22/2015
LOCKTON MARKETPLACE	4813713	09/15/2015
LOCKTON MARKETPLACE	4818751	09/22/2015
NHE NATIONAL HOSPITALITY EXCHANGE	4796560	08/18/2015
GLOBAL BENEFITS NAVIGATOR	5547319	08/21/2018
LOCKTON TARGETSMART	5541532	08/14/2018
LOCKTON LIFE GAME	5516595	07/17/2018
LOCKTON ADVANTAGE POWERED BY IQ	5477003	05/22/2018
LOCKTON ADVANTAGE POWERED BY IQ	5477002	05/22/2018
LOCKTON SCORE	5388452	01/23/2018
LOCKTON TOTAL REWARDS ATTRACT RETAIN ENGAGE	5363034	12/26/2017
ACTION THROUGH INSIGHT	5276477	08/29/2017
	5276476	08/29/2017
LOCKTON TOTAL REWARDS	5158851	03/14/2017



MARKS

REG. NO.

GRANTED

5158850

03/14/2017

EXCELSIOR SOLUTIONS POWERED BY  
LOCKTON

4921754

03/22/2016

P.A.I.D. PROTECTION AGAINST INCOME  
DISRUPTION

4776530

07/21/2015

LOCKTON GLOBAL BENEFITS  
NAVIGATOR

5237420

07/04/2017

NATIONAL HOSPITALITY EXCHANGE

4787590

08/04/2015

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL No.	DATE FILED
LOCKTON HEALTH & COMMUNITY SERVICES UNDERSTANDING RISK. DELIVERING SOLUTIONS.	87634760	10/05/2017
LOCKTONCONNECT.COM	87614373	09/19/2017
LOCKTONDUNNINGCONNECT.COM	87614343	09/19/2017
ALLUVION FLOOD INSURANCE POWERED BY LOCKTON	87424607	04/25/2017
LOCKTON INSIGHT	87855987	03/29/2018
LOCKTON MAP	87923434	05/16/2018