

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integro Holdings Inc.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5309579	ESIX	
Registration Number:	5333332	ESIX ENTERTAINMENT & SPORTS INSURANCE EX	
Registration Number:	4762215	HOSTILE ENVIRONMENT LIABILITY PROTECTION	
Registration Number:	3115346	INTEGRO	
Registration Number:	4665827	INTEGRO	
Registration Number:	5065057	INTEGRO	
Registration Number:	5246480	ROBERTSON TAYLOR	
Serial Number:	87882270	INTEGRO INSURANCE BROKERS	
Serial Number:	88103625	INTEGRO SHIELD	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0241		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$240.00 5309579

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/31/2019
Total Attachments: 5 source=Project Eagle - EPIC - First Lien Trademark Security Agreement (Integro)#page1.tif source=Project Eagle - EPIC - First Lien Trademark Security Agreement (Integro)#page2.tif source=Project Eagle - EPIC - First Lien Trademark Security Agreement (Integro)#page3.tif source=Project Eagle - EPIC - First Lien Trademark Security Agreement (Integro)#page4.tif source=Project Eagle - EPIC - First Lien Trademark Security Agreement (Integro)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of January 31, 2019, is made by each of the undersigned (each a “**Grantor**”) in favor of ANTARES CAPITAL LP, as the Administrative Agent for the Secured Parties (together, with its successors, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of September 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, such Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include any Excluded Assets.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the 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 Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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.

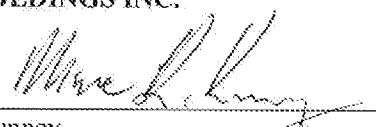
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**INTEGRO USA INC.
INTEGRO HOLDINGS INC.**

By: 
Name: Marc Kunney
Title: President, Chief Executive Officer and Secretary

Accepted and Agreed:

ANTARES CAPITAL LP, as Administrative Agent



By: _____

Name: Phillip Croff

Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARKS

Registered Owner	Registration No.	Trademark
INTEGRO USA INC.	4260269	Design Only 
INTEGRO USA INC.	4260268	DOMINIUM
INTEGRO USA INC.	3733266	E&O PROS
INTEGRO USA INC.	4830968	NVISYN360
INTEGRO USA INC.	4830964	NVISYNPLUS
INTEGRO USA INC.	4864595	NVISYNX
INTEGRO USA INC.	4955100	VENTURA INSURANCE BROKERAGE
INTEGRO HOLDINGS INC.	5309579	ESIX
INTEGRO HOLDINGS INC.	5333332	ESIX ENTERTAINMENT & SPORTS INSURANCE EXPERTS
INTEGRO HOLDINGS INC.	4762215	HOSTILE ENVIRONMENT LIABILITY PROTECTION
INTEGRO HOLDINGS INC.	3115346	INTEGRO
INTEGRO HOLDINGS INC.	4665827	INTEGRO 
INTEGRO HOLDINGS INC.	5065057	INTEGRO 
INTEGRO HOLDINGS INC.	5246480	ROBERTSON TAYLOR

TRADEMARK APPLICATIONS

Owner	Application No.	Trademark
INTEGRO HOLDINGS INC.	87882270	INTEGRO INSURANCE BROKERS
INTEGRO HOLDINGS INC.	88103625	INTEGRO SHIELD