

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InsuranceZebra, Inc.		01/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4671145	Z	
Registration Number:	4671141	INSURANCE IN BLACK & WHITE	
Registration Number:	4594487	THE ZEBRA	
Registration Number:	5326205	RATE ANALYZER	
Registration Number:	5343002	INSURABILITY SCORE	
Serial Number:	87656162	YOUR INSURANCE DECODER	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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>			
Phone:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		

OP \$165.00 4671145

DATE SIGNED:	02/04/2019
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Total Attachments: 5

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of January 22, 2019 by and between COMERICA BANK ("Bank") and INSURANCEZEBRA, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified, restated, replaced or supplemented from time to time, the "Loan Agreement"), which Loan Agreement amends and restates that certain Loan and Security Agreement dated February 5, 2016 between Grantor and Bank ("Prior Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. In connection with the terms of the Prior Loan Agreement, Grantor executed an Intellectual Property Security Agreement dated February 5, 2016 (the "Prior IP Agreement") wherein Grantor granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the intellectual property rights (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached to the Prior IP Agreement).

C. The parties desire to amend and restate the Prior IP Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

98 San Jacinto Blvd., #2000
Austin, TX 78701
Attn: EVP Finance and Administration

GRANTOR:

INSURANCE ZEBRA INC.

By: 

Title: EVP Finance & Admin

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: Senior Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement (15813621)]

TRADEMARK
REEL: 006548 FRAME: 0818

EXHIBIT A

Copyrights

None

Exhibit A

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EXHIBIT B

Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
Dimensionality reduction of multi-attribute consumer profiles	15/601584	5/22/17	9,953,372	4/24/18
Dimensionality reduction of multi-attribute consumer profiles	15/922412	3/15/18	n/a	n/a
Rate analyzer models and user interfaces	15/601689	5/22/17	n/a	n/a
Using simulated consumer profiles to form calibration data for models	15/601649	5/22/17	n/a	n/a
Classifying rate factors in consumer profiles based on effects of the factors in high-dimensional models	15/601611	5/22/17	n/a	n/a
Computer-generated graphical user interface shown on a computing device Display screen, monitor, other display panel, or a portion thereof	29/604948	5/22/17	n/a	n/a

Exhibit B

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EXHIBIT C

Trademarks


Mark	Appi No.	Filing Date	Reg. No.	Reg. Date
	86/302703	6/6/14	4,671,145	1/13/15
INSURANCE IN BLACK & WHITE	86/302674	6/6/14	4,671,141	1/13/15
THE ZEBRA	86/113474	11/8/13	4,594,487	8/26/14
RATE ANALYZER	87/420574	4/21/17	5,326,205	10/31/17
INSURABILITY SCORE	87/420545	4/21/17	5,343,002	11/21/17
YOUR INSURANCE DECODER	87/656162	10/23/17	n/a	n/a

Exhibit C

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