

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM500400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSUREON HOLDINGS, LLC		11/29/2018	Limited Liability Company: DELAWARE
BIN INSURANCE HOLDINGS, LLC		11/29/2018	Limited Liability Company: DELAWARE
BIN IP HOLDINGS, LLC		11/29/2018	Limited Liability Company: DELAWARE
INSURANCENOODLE, LLC		11/29/2018	Limited Liability Company: DELAWARE
INSUREON COLORADO, LLC		11/29/2018	Limited Liability Company: DELAWARE Colorado

RECEIVING PARTY DATA

Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP
Street Address:	6011 West Courtyard Drive
Internal Address:	Suite 405
City:	Austin
State/Country:	TEXAS
Postal Code:	78730
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4195689	IN INSURANCE NOODLE
Registration Number:	2469821	INSURANCENOODLE
Registration Number:	4142949	INSUREON
Registration Number:	2364402	TECHINSURANCE
Registration Number:	4439197	SMALL BUSINESS HEROES
Registration Number:	4449133	INSUREON PROTECTOR
Registration Number:	4477888	DON'T MESS WITH THE LITTLE GUY
Registration Number:	5327398	BUSINESS INSURANCE NOW
Serial Number:	87102566	INSUREON UNDERWRITING MANAGERS
Serial Number:	87175284	TRUDI
Serial Number:	87377432	INSUREON SOLUTIONS

OP \$290.00 4195689

CORRESPONDENCE DATA**Fax Number:** 7037125050*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:** 7037125352**Email:** jmiller@mcguirewoods.com**Correspondent Name:** Joyce Miller**Address Line 1:** 1750 Tysons Blvd.**Address Line 4:** Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
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SIGNATURE:	/Joyce Miller/
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DATE SIGNED:	12/03/2018
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 29, 2018 by and among INSUREON HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), BIN INSURANCE HOLDINGS, LLC, a Delaware limited liability company (“*BIN Insurance*”), BIN IP HOLDINGS, LLC, a Delaware limited liability company (“*BIN IP*”), INSURANCENOODLE, LLC, a Delaware limited liability company (“*InsuranceNoodle*”), INSUREON COLORADO, LLC, a Colorado limited liability company (“*Colorado*”, together with *Holdings*, *BIN Insurance*, *BIN IP* and *InsuranceNoodle*, jointly and severally, each a “*Borrower*” and collectively, the “*Borrowers*”), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property to secure the Obligations.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Transaction Documents, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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, in each case to the extent constituting Collateral in accordance with the Loan Agreement. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks, respectively, which such Borrower has registered or for which such Borrower has filed an application with either the United States Patent and Trademark Office or the United States Copyright Office.

This Agreement has been entered into in connection with the Loan Agreement, and the Borrowers and Lender hereby acknowledge and agree that the grant of security interest hereunder to Lender, and the rights and remedies of Lender with respect to the Collateral subject hereto, are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Delivery of an

executed signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to the principles of conflicts of laws of such state.

[Signature pages follow]

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.


Addresses of Borrowers:

30 North LaSalle, Suite 2500
Chicago, Illinois 60602

BORROWERS:

BORROWERS:

INSUREON HOLDINGS, LLC,
a Delaware limited liability company
BIN INSURANCE HOLDINGS, LLC,
a Delaware limited liability company
BIN IP HOLDINGS, LLC,
a Delaware limited liability company
INSURANCENOODLE, LLC,
a Delaware limited liability company
INSUREON COLORADO, LLC,
a Colorado limited liability company

By: 
Name: Ted Devine
Title: Chief Executive Officer

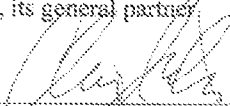
Address of Lender:

6011 West Courtyard Drive, Suite 405
Austin, Texas 78730

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: 
Name: Chris Jilich
Title: Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(INSHREGN HOLDINGS, LLC)
Signature Page

SCHEDULE A
Copyrights

Description	Date of Publication	Registration Date	Registration No.
InsuranceNoodle.com Active Server Page Code	June 13, 2001	September 14, 2001	TX0005389686
InsuranceNoodle.com Automated Database	June 13, 2001	September 14, 2001	TX0005389684
InsuranceNoodle.com - HTML Web pages and Website compilation	June 13, 2001	September 14, 2001	TX0005604860
InsuranceNoodle.com - Web processing engine	June 13, 2001	September 14, 2001	TX0005389685

SCHEDULE B
Patents

Patent Description	Filing Date	Application No.	Registration Date	Patent No.
Methods and Apparatus for Selecting an Insurance Carrier for an Online Insurance Policy Purchase	May 15, 2006	11/434036	March 8, 2011	7,904,532
Methods and Apparatus for Selecting an Insurance Carrier for an Online Insurance Policy Purchase	December 28, 2001	10/034889	April 10, 2007	7,203,734

SCHEDULE C
Trademarks

Mark	Filing Date	Application Number	Registration Date	Registration Number
IN INSURANCE NOODLE	May 26, 2011	85331594	August 21, 2012	4,195,689
INSURANCENOODLE	August 8, 2000	76105985	July 17, 2001	2,469,821
INSUREON	October 23, 2008	77598714	May 15, 2012	4,142,949
TECHINSURANCE	June 25, 1999	75736780	July 4, 2000	2,364,402
SMALL BUSINESS HEROES	March 11, 2013	85872836	November 26, 2013	4,439,197
INSUREON PROTECTOR	February 19, 2013	85854018	December 10, 2013	4,449,133
DON'T MESS WITH THE LITTLE GUY	June 25, 2013	85969499	February 4, 2014	4,477,888
BUSINESS INSURANCE NOW	March 20, 2017	87377400	11/7/2017	5327398
INSUREON UNDERWRITING MANAGERS	July 13, 2016	87/102,566	N/A	
TRUDI	September 19, 2016	87/175,284	N/A	
INSUREON SOLUTIONS	March 20, 2017	87/377,432	N/A	