

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clutch Analytics, LLC		03/04/2019	Limited Liability Company: TEXAS
The Hearth Insurance Group, LLC		03/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Midtown Madison Management LLC		
Street Address:	780 Third Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87596443	THE HEARTH INSURANCE GROUP	
Registration Number:	4941748	CLUTCHANALYTICS	
Registration Number:	4646199	C CLUTCHINSURANCE	
CORRESPONDENCE DATA			
Fax Number:	2156563301		
<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:	215-656-3300		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET STREET, SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	371893-000030		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		

CH \$90.00 87596443

DATE SIGNED:	03/15/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

March 4, 2019

WHEREAS, Clutch Analytics, LLC, a Texas limited liability company (“**Clutch**”), and The Hearth Insurance Group, LLC, a Delaware limited liability company (“**Hearth**”, and together with Clutch, the “**Grantors**”) own or license the Trademark Collateral (as defined below);

WHEREAS, Whited and Sons LLC, Windhaven Select, LLC, Windhaven Underwriters, LLC, Clutch, Windhaven Insurance Holdings Corporation (collectively, the “**Borrowers**”), the other Loan Parties party thereto, the Lenders party thereto, and Midtown Madison Management LLC, as Administrative Agent and Collateral Agent, are parties to a Credit Agreement, dated as of March 4, 2019 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement, dated as of March 4, 2019 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”), among the Borrowers, the Guarantors party thereto and Midtown Madison Management LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors have secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Grantee, to secure the Obligations and Secured Guarantees, as applicable, a continuing security interest in all of each Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantors, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; *provided* that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantors are the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantors (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantors under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantors irrevocably constitute and appoint the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of each Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantors agree not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

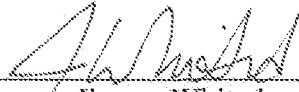
The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of a Grantor (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

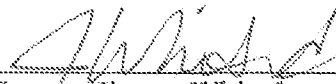
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CLUTCH ANALYTICS, LLC

By: 
Name: Jimmy Whited
Title: Sole Member

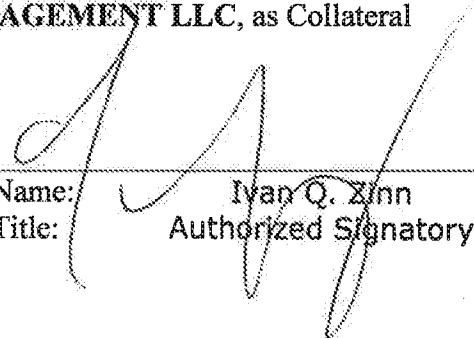
**THE HEARTH INSURANCE GROUP,
LLC**

By: 
Name: Jimmy Whited
Title: Manager

Acknowledged:

**MIDTOWN MADISON
MANAGEMENT LLC, as Collateral
Agent**

By:


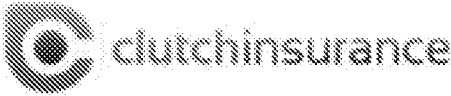

Name: Ivan Q. Zinn
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


**TRADEMARK
REEL: 006592 FRAME: 0130**

**Schedule 1
to Trademark
Guarantee and Collateral Agreement**

U.S. TRADEMARK REGISTRATIONS

Owner	Word Mark	Serial Number	Reg. Number	Reg. Date.
Clutch Analytics, LLC		86/031962	4,941,748	April 19, 2016
Clutch Analytics, LLC		86/039713	4,646,199	November 25, 2014

U.S. TRADEMARK APPLICATIONS

Owner	Word Mark	Serial Number	Filing Date
The Hearth Insurance Group, LLC		87/596,443	September 5, 2017

TRADEMARKS LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	App. or Reg. No.	App. or Reg. Date
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None.