

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Relation Insurance Services, Inc.		04/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4689944	A	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0377		
NAME OF SUBMITTER:	Gayle D Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	04/15/2019		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 15, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Relation Insurance, Inc., a Delaware corporation, Relation Insurance Services – Education, Inc., a Delaware corporation, Relation Insurance Services – Specialty Risk, Inc., a Delaware corporation, and Relation Insurance Services, Inc., a Delaware corporation, (each a “Grantor”) in favor of Antares Capital LP, as administrative agent for the Lenders and as collateral agent (in its capacities as administrative agent and as collateral agent, together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to AQ Sunshine, Inc., a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AQ Sunshine Intermediate Holdco, Inc., a Delaware corporation (“Holdings”), the Borrower, the Lenders (as defined therein) from time to time party thereto and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.11 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

A. all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office (the “USPTO”) listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks, excluding any intent-to-use application for the registration of any Trademark or similar application prior to the filing with the USPTO of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period, in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use application or similar application (or any Trademark registration resulting therefrom) under applicable Requirements of Law;

B. all issued Patents and pending Patent applications in the USPTO listed on Schedule II hereto;

C. all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III;

D. the right to sue third parties for past, present and future infringements or dilutions of any IP Collateral; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. **Termination or Release.** (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.21 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a

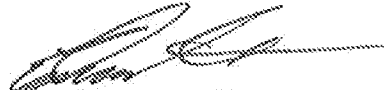
“.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. ACCEPTABLE INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH ACCEPTABLE INTERCREDITOR AGREEMENT (IF ANY) THEN IN EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY SUCH ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

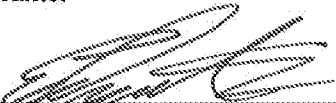
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


RELATION INSURANCE, INC.,
as a Grantor

By: 
Name: Edward Nathan Page
Title: President, Chief Financial Officer, Chief
Operating Officer and Secretary


**RELATION INSURANCE SERVICES –
EDUCATION, INC.,**
as a Grantor

By: 
Name: Edward Nathan Page
Title: President, Chief Financial Officer, Chief
Operating Officer and Secretary

**RELATION INSURANCE SERVICES –
SPECIALTY RISK, INC.,**
as a Grantor

By: 
Name: Edward Nathan Page
Title: President, Chief Financial Officer, Chief
Operating Officer and Secretary

RELATION INSURANCE SERVICES, INC.,
as a Grantor

By: 
Name: Edward Nathan Page
Title: President, Chief Financial Officer, Chief
Operating Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:


ANTARES CAPITAL LP,
as Agent

By: Michael Ahrens
Name: Michael Ahrens
Title: Duly Authorized Signatory

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	RELATION	87/539,580	07/24/2017	5,591,347	10/23/2018	Relation Insurance, Inc.
2.	RELATION INSURANCE	87/978,445	07/24/2017	5,588,207	10/16/2018	Relation Insurance, Inc.
3.	RELATION INSURANCE SERVICES	87/978,446	07/24/2017	5,597,623	10/30/2018	Relation Insurance, Inc.
4.	Logo and "Relation" (black & white) 	87/539,573	07/24/2017	5,591,346	10/23/2018	Relation Insurance, Inc.
5.	Logo and "Relation" (color) 	87/539,523	07/24/2017	5,587,427	10/16/2018	Relation Insurance, Inc.
6.	Logo (black & white) 	87/539,565	07/24/2017	5,591,345	10/23/2018	Relation Insurance, Inc.
7.	Logo (color) 	87/539,529	07/24/2017	5,591,344	10/23/2018	Relation Insurance, Inc.
8.	RELATION INSURANCE ADMINISTRATORS	88/129,523	9/24/2018			Relation Insurance, Inc.
9.	Renaissance Agencies, Inc.	78/893,515	05/25/2006	3,673,062	08/25/2009	Relation Insurance Services – Education, Inc. (formerly known as Renaissance Insurance Agency, Inc.)
10.	Coaches' Choice	75/856,390	11/23/1999	2,477,404	08/14/2001	Relation Insurance Services – Specialty Risk, Inc.

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
11.	A 	86/209,992	06/04/2014	4,689,944	02/17/2015	Relation Insurance Services, Inc. (formerly known as Ascension Insurance Services, Inc.)
12.	PAN AMERICAN INSURANCE SERVICES			2018-000,790,016	02/20/2018	Relation Insurance Services, Inc.
13.	PAN AMERICAN INSURANCE SERVICES				02/14/2018	Relation Insurance Services, Inc.
14.	PAN AMERICAN INSURANCE SERVICES			10,254,228	12/29/2017	Relation Insurance Services, Inc.
15.	PAN AMERICAN INSURANCE SERVICES			689,364	12/07/2017	Relation Insurance Services, Inc.
16.	RELATION INSURANCE SERVICES OF GEORGIA			689,178	11/30/2017	Relation Insurance Services, Inc.
17.	RELATION INSURANCE SERVICES OF GEORGIA			44,330,500	12/13/2017	Relation Insurance Services, Inc.
18.	RELATION INSURANCE SERVICES OF GEORGIA			10,251,778	11/07/2017	Relation Insurance Services, Inc.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.

Schedule III-1

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RECORDED: 04/15/2019

**TRADEMARK
REEL: 006617 FRAME: 0963**