

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleveland Holdings LLC		06/14/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4224967	EMBRACE	
Registration Number:	4344467	WELLNESS REWARDS	
Registration Number:	4344468	HEALTHY PET DEDUCTIBLE	
Registration Number:	5702938	WELLNESS REWARDS	
Registration Number:	5702944	HEALTHY PET DEDUCTIBLE	
Registration Number:	5703348	THE WATER BOWL	
Registration Number:	5703430	EMBRACE360	
Registration Number:	5743932	MYEMBRACE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Daniel C. Pollick		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-303		

CH \$215.00 4224967

NAME OF SUBMITTER:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	06/14/2019
Total Attachments: 5 source=Trademark and Patent Agreement#page1.tif source=Trademark and Patent Agreement#page2.tif source=Trademark and Patent Agreement#page3.tif source=Trademark and Patent Agreement#page4.tif source=Trademark and Patent Agreement#page5.tif	

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of June 14, 2019 (this "Agreement"), is made by CLEVERLAND HOLDINGS LLC, an Ohio limited liability company (the "Grantor") in favor of Ares Capital Corporation ("Ares Capital"), as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 11, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NSM Insurance Group, LLC (the "Borrower"), the Lenders and the L/C Issuers from time to time party thereto and Ares Capital, as Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement dated as of June 14, 2019 (the "Joinder Agreement") to the Guaranty and Security Agreement, dated as of May 11, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Existing Guaranty and Security Agreement" and, together with the Joinder Agreement, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower and to provide Collateral as security for the Secured Obligations (as defined in the Guaranty and Security Agreement) of the Grantor; and

WHEREAS, pursuant to the Guaranty and Security Agreement the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "IP Collateral"):

(a) (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with

respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(b) (i) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto, (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by the Grantor in (x) any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office or (y) any asset or property that constitutes an Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Parents subject to a security interest hereunder.


Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark and Parent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLEVERLAND HOLDINGS LLC

By 

Name: *Eric Weinstein*

Title: *Senior Controller/Treasurer*

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: _____

Name:

Title:

Mitchell Goldstein
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

[[3907839]]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Status	Registration/Serial No.	Registrant
EMBRACE	Registered	US Trademark Registration No. 4224967	Cleveland Holdings LLC
WELLNESS REWARDS	Registered	US Trademark Registration No. 4344467	Cleveland Holdings LLC
HEALTHY PET DEDUCTIBLE	Registered	US Trademark Registration No. 4344468	Cleveland Holdings LLC
WELLNESS REWARDS	Registered	US Trademark Registration No. 5702938	Cleveland Holdings LLC
HEALTHY PET DEDUCTIBLE	Registered	US Trademark Registration No. 5702944	Cleveland Holdings LLC
THE WATER BOWL	Registered	US Trademark Registration No. 5703348	Cleveland Holdings LLC
EMBRACE360	Registered	US Trademark Registration No. 5703430	Cleveland Holdings LLC
MYEMBRACE	Registered	US Trademark Registration No. 5743932	Cleveland Holdings LLC

PATENT APPLICATIONS

Cleveland Holding LLC

Non-Provisional application entitled METHOD AND SYSTEM FOR PROCESSING PET INSURANCE CLAIMS (16/161,886, October 16, 2018), related to expired Provisional application entitled METHOD AND SYSTEM FOR PROCESSING PET INSURANCE CLAIMS (62/573,335, October 17, 2017).