

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLIED UNDERWRITERS, INC.		10/10/2019	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A.		
Street Address:	P.O. Box 30115		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90030		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88596287		
Serial Number:	88347106	MORE TO LOVE FROM APPLIED	
Serial Number:	88071632	PROMESA HEALTH	
Serial Number:	87870124	COVERSTAR	
Serial Number:	87649737	BIG DOG HQ	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	06480-169		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	10/17/2019		

CH \$140.00 88596287

Total Attachments: 17

source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page1.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page2.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page3.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page4.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page5.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page6.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page7.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page8.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page9.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page10.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page11.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page12.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page13.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page14.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page15.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page16.tif
source=3 - MUFG-Applied Underwriters - REDACTED AUW Trademark Security Agreement_Redacted#page17.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 10, 2019, is made by APPLIED UNDERWRITERS, INC., a Nebraska corporation (the "Grantor"), in favor of MUFG UNION BANK, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, the "Administrative Agent") for the ratable benefit of the Lenders party from time to time to the Credit Agreement (as defined below).

WHEREAS, BERNARD ACQUISITION COMPANY LLC, a Delaware limited liability company ("BAC"), APPLIED UNDERWRITERS, INC., a Nebraska corporation ("AUW" and together with BAC, collectively, the "Borrowers" and each a "Borrower"), the Lenders from time to time party thereto and the Administrative Agent are parties to that Credit Agreement, dated as of October 10, 2019 (as amended, restated, amended and restated, modified, renewed, extended, or replaced from time to time, the "Credit Agreement").

WHEREAS, as a condition precedent to the Administrative Agent's obligations under the Credit Agreement, the Grantor has executed and delivered to the Administrative Agent that certain Guarantee and Security Agreement, dated as of October 10, 2019 (as amended, restated, amended and restated, modified, renewed, extended or replaced from time to time, the "Guarantee and Security Agreement"), by and among the Borrowers, the other parties party thereto and the Administrative Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO").

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademark Security Agreement" has the meaning set forth in Section 5.

(a) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(b) Interpretation. The rules of interpretation set forth in the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the complete payment and performance of the Secured Obligations (whether at the stated maturity, by acceleration or otherwise), the Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located; provided, however, that the foregoing shall not include any Excluded Assets (as defined in the Guarantee and Security Agreement) (collectively, the "Trademark Collateral"):

(i) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in Schedule A hereto;

(ii) all renewals and extensions thereof; and

(iii) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3 Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Grantor acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. To the extent required under the Loan Documents, upon the request of the Administrative Agent, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Administrative Agent in its reasonable discretion may deem necessary or advisable to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the USPTO. The Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5 Administrative Agent's Duties. Notwithstanding any provision contained in this Agreement, the Administrative Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or

delay in doing so. Except for and the accounting for moneys actually received by the Administrative Agent hereunder, the Administrative Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Guarantee and Security Agreement or the Credit Agreement, as applicable.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Administrative Agent in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by an officer of the Administrative Agent.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Agreement with the USPTO.

SECTION 9 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent.

SECTION 10 Governing Law. **THIS PLEDGE AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION ARISING THEREFROM (WHETHER IN CONTRACT OR TORT OR OTHERWISE) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAW OF THE STATE OF CALIFORNIA.**

SECTION 11 Entire Agreement; Amendment. None of the terms or provisions of this Agreement may be amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Credit Agreement. This Agreement and the other Loan Documents represent the entire agreement of the Grantor, the Administrative Agent and the other Secured Parties with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

SECTION 12 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

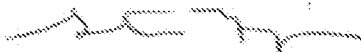
SECTION 13 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrowers and the Administrative Agent.

[Remainder of page intentionally left blank]

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

GRANTOR:

APPLIED UNDERWRITERS, INC.

By:  _____

Name: Steven M. Menzies

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006774 FRAME: 0213

ADMINISTRATIVE AGENT:

MUFG UNION BANK, N.A.

By: 

Name: Michael Stahl

Title: Director

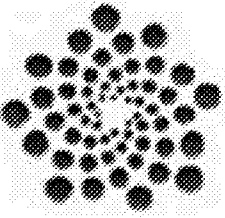
[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006774 FRAME: 0214**

SCHEDULE A

Registered U.S. Trademarks of the Grantor

Pending U.S. Trademark Applications of the Grantor

Mark	Owner	Classes	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
<i>Design Only</i> 	Applied Underwriters, Inc.	Goods and Services: INT. CL. 36 INSURANCE ADMINISTRATION, NAMELY, CLAIMS ADMINISTRATION IN THE FIELD OF WORKERS' COMPENSATION INSURANCE	U.S.	8,859,6287	8/28/2019	N/A	N/A	Pending
NYREX NYREX	Applied Underwriters, Inc.	Goods and Services: INT. CL. 36 PROVIDING FINANCIAL AND INVESTMENT INFORMATION SERVICES; PROVIDING FINANCIAL SERVICES, NAMELY, TRADING OF RISK-BASED INSURANCE ASSETS THROUGH A COMPUTER NETWORK; PROVIDING INFORMATION CONCERNING THE TRADING OF RISK-	U.S.	88,589,836	8/23/2019	N/A	N/A	Pending (Intent to use)

Mark	Owner	Classes	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
		BASED INSURANCE ASSETS THROUGH A COMPUTER NETWORK; RISK FINANCE PROCUREMENT SERVICES FOR INSURANCE UNDERWRITERS AND OTHER INSURANCE RELATED ENTITIES, NAMELY, FINDING AND COORDINATING RELATIONSHIPS BETWEEN UNDERWRITERS AND RELATED INSURANCE ENTITIES AND CAPITAL AND RISK-BEARING ENTITIES						
MORE TO LOVE FROM APPLIED	Applied Underwriters, Inc.	Goods and Services: INT. CL. 36 SALE OF INSURANCE	U.S.	88,347,106	3/19/2019	N/A	N/A	Pending Office Action issued 06/06/2019; Response due 12/06/2019
MORE TO LOVE FROM APPLIED								
MORE TO LOVE FROM APPLIED								
PROMESA HEALTH Translation: PROMISE HEALTH PROMESA HEALTH	Applied Underwriters, Inc.	Goods and Services: INT. CL. 35 SUPPLYING PRESCRIPTION DRUGS TO HEALTH PLAN PARTICIPANTS FOR THE FUNDING ORGANIZATIONS INT. CL. 36 BILL PAYMENT SERVICES IN	U.S.	88,071,632	8/09/2018	N/A	N/A	Pending

TRADEMARK

Mark	Owner	Classes	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
		THE FIELD OF MEDICAL PHARMACEUTICAL DRUG PROGRAMS INT. CL. 44 INJURY RECUPERATION ASSISTANCE, NAMELY, WELLNESS PROGRAMS AND FUNCTIONAL ASSESSMENT PROGRAM FOR PATIENTS RECEIVING MEDICAL REHABILITATION SERVICES FROM WORKERS' COMPENSATION INJURIES FOR PURPOSES OF GUIDING TREATMENT AND ASSESSING PROGRAM EFFECTIVENESS; MEDICAL SERVICES						
COVERSTAR Cross References: COVER STAR	Applied Underwriters, Inc.	Goods and Services: INT. CL. 36 INSURANCE SERVICES, NAMELY, UNDERWRITING AND CLAIMS ADMINISTRATION IN THE FIELD OF WORKERS' COMPENSATION INSURANCE	U.S.	87,870,124	4/10/2018	N/A	N/A	Pending Office Action issued 04/22/2019; Response to Office Action due 10/22/2019
BIG DOG HQ	Applied Underwriters, Inc.	Goods and Services: INT. CL. 36 INSURANCE AGENCY SERVICES AND INSURANCE BROKERAGE SERVICES	U.S.	87,649,737	10/18/2017	N/A	N/A	Pending Office Action issued 05/30/2019; Response due 11/30/2019

Domain Names of the Grantor

Domain	Expiration Date	Registrar	Registrant Owner	Registrant Address	Registrant email
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SF-4084583

Domain	Expiration Date	Registrar	Registrant Owner	Registrant Address	Registrant email
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SF-4084583

Domain	Expiration Date	Registrar	Registrant Owner	Registrant Address	Registrant email
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Domain	Expiration Date	Registrar	Registrant Owner	Registrant Address	Registrant email
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

sf-4084583

