

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SelectQuote Insurance Services		11/05/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Capital Administrators, Inc.		
Street Address:	1585 Broadway		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2653112	SELECTQUOTE	
Registration Number:	2888458	WE SHOP. YOU SAVE.	
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:	Kim John		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	47327-002		
NAME OF SUBMITTER:	Kim John		
SIGNATURE:	/Kim John/		
DATE SIGNED:	11/05/2019		
Total Attachments: 5			
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THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2019, is made by the entity listed on the signature pages hereof in favor of Morgan Stanley Capital Administrators, Inc., as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 5, 2019 (together with the exhibits and disclosure schedules, as amended, restated, amended and restated, supplemented or otherwise modified from time to time after the date hereof, the “Credit Agreement”), among SelectQuote, Inc., a Delaware corporation (the “Borrower”), each other Person from time to time party thereto that is designated as a Credit Party, Morgan Stanley Capital Administrators, Inc., as a Lender and as Administrative Agent (in such capacity, the “Administrative Agent”) for the Lenders, UMB Bank, N.A., a national banking association, as a Lender and Revolver Agent for itself and the Revolving Lenders (in such capacity, the “Revolver Agent”), and the Lenders party thereto, 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 (other than the Borrower with respect to its primary Obligations) has agreed, pursuant to a Guaranty and Security Agreement, dated as of November 5, 2019, in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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 in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the 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 the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, 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 their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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 Trademark Security 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 Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SELECTQUOTE INSURANCE SERVICES

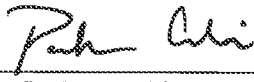
By: 
Name: Raffaele Sadun
Title: Chief Financial Officer and Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 006788 FRAME: 0165

ACCEPTED AND AGREED
as of the date first above written:

MORGAN STANLEY CAPITAL ADMINISTRATORS, INC.
as Agent

By: 
Name: Parker Corbin
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006788 FRAME: 0166

SCHEDULE 1

Trademarks

1. REGISTERED TRADEMARKS

OWNER	FILING DATE	REGIST. #	REGIST. DATE	MARK
SelectQuote Insurance Services	11/29/1999	2653112	11/26/2002	SELECTQUOTE - Service Mark
SelectQuote Insurance Services	4/11/2003	2888458	9/28/2004	WE SHOP. YOU SAVE. - Service Mark

2. TRADEMARK APPLICATIONS

None.