

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMWINS GROUP, LLC		11/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent		
Street Address:	30 Hudson St., 5th Fl.		
Internal Address:	Goldman Sachs & Co.		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4613057	STEALTH PARTNER GROUP	
Registration Number:	4609192	STEALTH PARTNER GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	11/25/2019		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2019 (this “*Agreement*”), among AMWINS GROUP, LLC, a Delaware limited liability company located at 4725 Piedmont Row, Suite 600, Charlotte, NC 28210, (“*Grantor*”), and GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Guarantee and Collateral Agreement*”), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Credit Agreement*”), among Holdings, the Borrower, the Lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the First Lien Credit Agreement and is willing to execute and deliver the First Lien Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the First Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “*Trademarks*”); and
- (c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to

any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of Grantor's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. First Lien Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the First Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Guarantee and Collateral 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 First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the First Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the First Lien Guarantee and Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

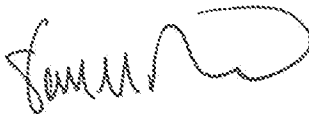
SECTION 7. Further Assurances. Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

AmWINS Group, LLC, a Delaware limited liability company



By: _____
Name: Scott M. Purviance
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

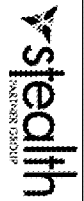
Acknowledged and Agreed by:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 
Authorized Signatory
Goldman Sachs
Authorized Signatory

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Country	Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
United States	AmWINS Group, LLC		86189534	Feb 10, 2014	4613057	Sep 30, 2014	Section 8 & 15 due Sep 30, 2020
United States	AmWINS Group, LLC	STEALTH PARTNER GROUP	US	86189522	Feb 10, 2014	4609192	Sep 23, 2014

Trade Name Registrations (business names, d/b/a)

State	Grantor	Trade Name	Registration	Renewal	Status	Number
Arizona	AmWINS Group, LLC	CORNERSTONE INSURANCE	2/27/2019	2/27/2024	Active	9096642
Arizona	AmWINS Group, LLC	IBEW INS PLAN	2/27/2019	2/27/2024	Active	9096638
Arizona	AmWINS Group, LLC	BLET INS PLAN	2/27/2019	2/27/2024	Active	9096637
Arizona	AmWINS Group, LLC	STEALTH PARTNER GROUP	10/2/2018	10/2/2023	Active	9078857