

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNER STRONG & BUCKELEW COMPANIES, LLC		01/31/2020	Limited Liability Company: NEW JERSEY
J.A. MONTGOMERY RISK CONTROL, LLC		01/31/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	One M and T Plaza		
Internal Address:	345 Main Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5399793	CONNER STRONG & BUCKELEW	
Registration Number:	5399794	CONNER STRONG & BUCKELEW	
Registration Number:	3707604	RETURN ON RISK APPROACH	
Registration Number:	4307462	PERSONAL RISK MANAGER YOUR HOMES. YOUR H	
Registration Number:	4047773	J.A. MONTGOMERY RISK CONTROL SINCE 1924	
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>			
Email:	ipdockets@dbr.com		
Correspondent Name:	Kaili K. Janus		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
ATTORNEY DOCKET NUMBER:	536487		
NAME OF SUBMITTER:	Erin N. Theroux		

OP \$140.00 5399793

SIGNATURE:	/Erin N. Theroux/
DATE SIGNED:	01/31/2020
Total Attachments: 6 source=CSB JAM M&T - Trademark Security Agreement - 1 31 20#page1.tif source=CSB JAM M&T - Trademark Security Agreement - 1 31 20#page2.tif source=CSB JAM M&T - Trademark Security Agreement - 1 31 20#page3.tif source=CSB JAM M&T - Trademark Security Agreement - 1 31 20#page4.tif source=CSB JAM M&T - Trademark Security Agreement - 1 31 20#page5.tif source=CSB JAM M&T - Trademark Security Agreement - 1 31 20#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 31, 2020 ("**Agreement**"), is made by and among CONNER STRONG & BUCKELEW COMPANIES, LLC, a New Jersey limited liability company ("**CSB**"), and J.A. MONTGOMERY RISK CONTROL, LLC, a New Jersey limited liability company ("**JAM**") each individually a "**Grantor**" and along with any Additional Grantor, collectively, "**Grantors**") and MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**") for the Lenders, the Issuing Bank, and each other Secured Party (each as defined in the Amended and Restated Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of February 19, 2016 (as amended through the date hereof, the "**Original Credit Agreement**") and amended and restated pursuant to that certain Amended and Restated Credit Agreement, dated as of February 19, 2016 and amended and restated as of January 31, 2020 (as further amended, restated, supplemented and/or modified from time to time, the "**Amended and Restated Credit Agreement**"), by and among the Borrowers, the Lenders (as that term is defined in the Amended and Restated Credit Agreement) and the Administrative Agent, the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors entered into that certain Security Agreement, dated as of February 19, 2016, in connection with the Original Credit Agreement, as reaffirmed in connection with the Amended and Restated Credit Agreement (the "**Security Agreement**") in order to induce the Lenders to enter into, and extend credit to, the Borrowers under the Amended and Restated Credit Agreement and to secure their obligations as set forth in the Amended and Restated Credit Agreement, pursuant to which Grantors have granted to the Administrative Agent on behalf of the Lenders a security interest and continuing lien on its right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement; and

WHEREAS, pursuant to the Amended and Restated Credit Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Amended and Restated Credit Agreement or Security Agreement, as applicable.

2. Grant of Security Interest in Collateral. Each Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the following Collateral: the trademark registrations and trademark applications listed in Schedule A and all goodwill of the business connected therewith (the "**Trademark Collateral**"), whether now owned or hereafter acquired, including all renewals and extensions of any of the foregoing; and 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, as applicable, infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no security interest shall be granted or attach hereunder with respect to, any "intent-to-use" application for registration of a trademark or service mark filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such time as a "Statement of Use" is filed with and duly accepted by the United States Patent and Trademark Office, at which point the Collateral shall include, and the security interest granted hereunder shall attach to, such application.

3. Rights. Each Grantor hereby acknowledges and affirms the rights and remedies of the Administrative Agent with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement shall terminate and the Lien on and security interest in the Collateral granted hereby shall be released upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations so long as no claim or demand for indemnification then exists or has been made) and termination of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall execute all documents reasonably requested by the Grantors to evidence the release of the Lien on and security interests in the Collateral granted herein in a form sufficient to record such release.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in

electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first above written.

CONNER STRONG & BUCKELEW
COMPANIES, LLC

By: John F. Muscella

Name: John F. Muscella

Title: Assistant Manager

J.A. MONTGOMERY CONSULTING, LLC

By: John F. Muscella

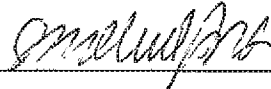
Name: John F. Muscella

Title: Assistant Manager

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006853 FRAME: 0281

MANUFACTURERS AND TRADERS TRUST
COMPANY, in its capacity as Administrative
Agent

By: 

Name: Michael Post

Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006853 FRAME: 0282

SCHEDULE A - TRADEMARKS

Mark/Name	Reg. No./Reg. Date
CONNER STRONG & BUCKELEW	Reg. No. 5399793 13-Feb-2018
CONNER STRONG & BUCKELEW and Design 	Reg. No. 5399794 13-Feb-2018
RETURN ON RISK APPROACH	Reg. No. 3707604 10-Nov-2009
PERSONAL RISK MANAGER YOUR HOMES. YOUR HOBBIES. YOUR WORLD. (Stylized) 	Reg. No. 4307462 26-Mar-2013
J.A. MONTGOMERY RISK CONTROL SINCE 1924 and Design 	Reg. No. 4047773 01-Nov-2011