

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 3 Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insurance Technologies Corporation		01/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5903325	INSURANCE WEBSITE BUILDER	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	2127159100		
Email:	kltrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	071016-7 (Renee Yao)		
NAME OF SUBMITTER:	Diane Torniali		
SIGNATURE:	/Diane Torniali/		
DATE SIGNED:	01/31/2020		
Total Attachments: 6			
source=071016_7_EXECUTION__ITC_Supplement_No_3_to_the_IPSA003_Service_Mark#page1.tif			
source=071016_7_EXECUTION__ITC_Supplement_No_3_to_the_IPSA003_Service_Mark#page2.tif			
source=071016_7_EXECUTION__ITC_Supplement_No_3_to_the_IPSA003_Service_Mark#page3.tif			
source=071016_7_EXECUTION__ITC_Supplement_No_3_to_the_IPSA003_Service_Mark#page4.tif			

CH \$40.00 5903325

source=071016_7_EXECUTION__ITC_Supplement_No_3_to_the_IPSA003_Service_Mark#page5.tif

source=071016_7_EXECUTION__ITC_Supplement_No_3_to_the_IPSA003_Service_Mark#page6.tif

SUPPLEMENT NO. 3 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT NO. 3 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this 31 day of January, 2020 by **INSURANCE TECHNOLOGIES CORPORATION**, a Texas corporation ("Grantor"), with an address at 1415 Halsey Way, Suite 314, Carrollton, TX 75007, in favor of **HERCULES CAPITAL, INC.**, a Maryland corporation ("Agent"), with an address at 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301.

WITNESSETH

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement dated as of March 29, 2018 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement or the Credit Agreement, as applicable;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

INSURANCE TECHNOLOGIES CORPORATION


By: 

Name: Laird Rixford

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

**SCHEDULE I TO SUPPLEMENT NO. 3 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents

None.

Patent Applications

None.

Trademarks and Service Marks

Registered Owner	Nature of Interest (e.g. owner, licensee)	Registered Mark	Serial No.	Registration No.	Country of Registration
Company	Owner	INSURANCE WEBSITE BUILDER	88456822	5903325	USA

Trademark Applications

None.

Copyrights

Owner	Item	Registration No.	Registration Date
Insurance Technologies Corporation	I.T.C. comparative rater	TX0002437255	1988-10-17
Insurance Technologies Corporation	I.T.C. turbo accounting	TX0002439616	1988-10-28
Insurance Technologies Corporation	I.T.C. turbo rater farmers flexible universal life rating system	TX0003154489	1991-08-02
Insurance Technologies Corporation	ITC advanced comparative rating	TX0002456231	1988-11-21

Insurance Technologies Corporation	ITC policy management system	TX0002423170	1988-10-17
Insurance Technologies Corporation	ITC quote file management program	TX0002479123	1988-11-21
Insurance Technologies Corporation	ITC turbo rater agent rating system / author, Insurance Technologies Corporation	TX0003027894	1991-01-25
Insurance Technologies Corporation	Turbo rater	TX0002372909	1988-07-06
Insurance Technologies Corporation	Turbo Rater : national flood insurance rating system	TX0003159344	1991-08-02