

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM560148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Technologies Group, LLC		02/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4489681	RAPIDQUOTE	
Registration Number:	3964116	YOURENEW	
Registration Number:	4751999	CORPORATERENEW	
Registration Number:	4772009	CORPORATERENEW	
Registration Number:	5320920	V VALUTECH	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06321-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	02/03/2020		

CH \$140.00 4489681

Total Attachments: 5

source=Clover - TL (Take Back) - Trademark Security Agreement Executed#page1.tif

source=Clover - TL (Take Back) - Trademark Security Agreement Executed#page2.tif

source=Clover - TL (Take Back) - Trademark Security Agreement Executed#page3.tif

source=Clover - TL (Take Back) - Trademark Security Agreement Executed#page4.tif

source=Clover - TL (Take Back) - Trademark Security Agreement Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2020, is made by the entity listed on the signature page hereof (the “**Grantor**”), in favor of Wilmington Savings Fund Society, FSB (“**WSFS**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Loan Agreement, dated as of February 3, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among 4L Topco Corporation, a Delaware corporation, 4L Holdings Corporation (the “**Borrower**”), the other Credit Parties party thereto, the Lenders from time to time party thereto and WSFS, as administrative agent for the Lenders, the Lenders have severally agreed to make loans (or be deemed to have made loans) to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of February 3, 2020 in favor of the Agent (as 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 Loan 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, and the Agent to enter into the Loan Agreement and to induce the Lenders to make (or be deemed to have made) their respective loans 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 when due (whether at stated maturity, by acceleration or otherwise) of the 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 (to the extent not constituting Excluded Property) 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.

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 any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of 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 and IP Licenses 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

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.

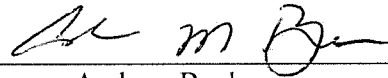
Section 7. *Recordation.* The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

[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.

Very truly yours,

**CLOVER TECHNOLOGIES GROUP,
LLC**, a Delaware limited liability Company,
as Grantor

By: 
Name: Andrew Buck
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Agent



By: 
Name: Haley A. Harris
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner of Record
RAPIDQUOTE	U.S. Federal	85980967	14-May-2012	4489681	25-Feb-2014	Clover Technologies Group, LLC
YOURENEW	U.S. Federal	77847867	13-Oct-2009	3964116	24-May-2011	Clover Technologies Group, LLC
CORPORATERENEW	U.S. Federal	86430771	22-Oct-2014	4751999	06-Jun-2015	Clover Technologies Group, LLC
CORPORATERENEW and Design 	U.S. Federal	86430774	22-Oct-2014	4772009	14-Jul-2015	Clover Technologies Group, LLC
V VALUTECH and Design 	U.S. Federal	87210088	20-Oct-2016	5320920	31-Oct-2017	Clover Technologies Group, LLC

2. TRADEMARK APPLICATIONS

None