

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566829

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Open Lending, LLC		03/11/2020	Limited Liability Company: TEXAS
Lenders Protection, LLC		03/11/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	600 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3000096	OPEN LENDING	
<b>Registration Number:</b>	3106053	LENDERS PROTECTION	
<b>Registration Number:</b>	4781634	OPEN LENDING	
<b>Registration Number:</b>	4894342	LENDERS PROTECTION	
<b>Registration Number:</b>	4789284	OPEN LENDING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-819-2655		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Peter Giovine/White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1145754-0059-BC15		
<b>NAME OF SUBMITTER:</b>	Peter Giovine		
<b>SIGNATURE:</b>	/Peter Giovine/		

CH \$140.00 3000096

<b>DATE SIGNED:</b>	03/12/2020
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 11, 2020, (this “Agreement”), made by **OPEN LENDING, LLC** a Texas limited liability company, **LENDERS PROTECTION, LLC** a Delaware limited liability company (collectively, the “Grantors” and individually, a “Grantor”) and **UBS AG, STAMFORD BRANCH**, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Security Agreement dated as of March 11, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among OPEN LENDING, LLC, a Texas limited liability company, (the “Borrower”) and the other Grantors (as defined therein) from time to time party thereto, in favor of the Collateral Agent and (b) the Credit Agreement dated as of March 11, 2020 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “Credit Agreement”), among the Borrower, the other Guarantors from time to time party thereto, UBS AG, STAMFORD BRANCH, as the Administrative Agent and the Collateral Agent, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are either the Borrower or affiliates of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement and if not defined therein, in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security 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 Secured Obligations, including (without limitation) the Guaranteed Obligations, each Grantor, pursuant to the Security Agreement, hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all of the following now owned or hereafter acquired by such Grantor arising under the laws of the United States or any political subdivision thereof;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trade-mark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and all rights to sue or otherwise recover for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, and to the extent not otherwise

included, all Proceeds and products of any and all of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and all collateral security and guarantees given by any Person with respect to any of the foregoing, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademarks"), and

(b) all goodwill associated with or symbolized by the Trademarks;

*provided* that applications in the United States Patent and Trademark Office to register Trademarks on the basis of a Grantor's "intent-to-use" such Trademarks will be deemed to be excluded from the Trademark Collateral 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 or any registration issuing therefrom under applicable Laws of the United States; and *provided further that*, upon the filing of a "Statement of Use" or "Amendment to Allege Use" with respect to any such application, the Trademark that is the subject of such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

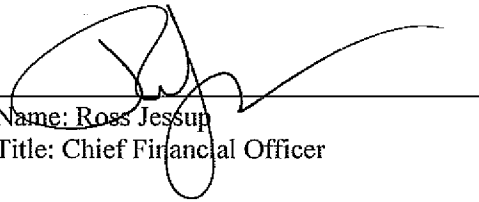
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

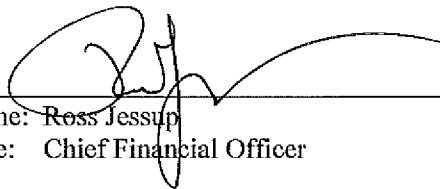
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[Remainder of this page intentionally left blank]

**OPEN LENDING, LLC,  
as a Grantor**

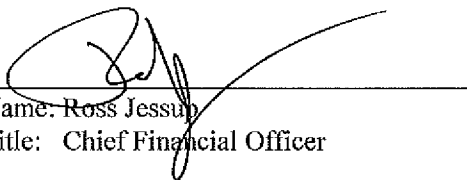
By:   
Name: Ross Jessup  
Title: Chief Financial Officer

**LENDERS PROTECTION, LLC,  
as a Grantor**

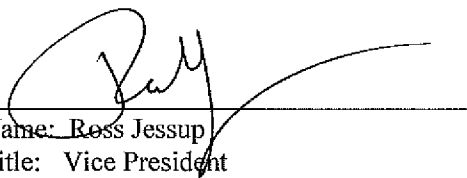
By:   
Name: Ross Jessup  
Title: Chief Financial Officer

**INSURANCE ADMINISTRATIVE SERVICES,  
LLC,  
as a Grantor**


By: Lenders Protection, LLC  
Its: Sole Member

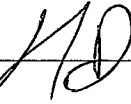
By:   
Name: Ross Jessup  
Title: Chief Financial Officer

**OPEN LENDING SERVICES, INC.,  
as a Grantor**

By:   
Name: Ross Jessup  
Title: Vice President

**UBS AG, STAMFORD BRANCH**  
as the Collateral Agent

By:   
Name: Danyel Anas  
Title: Director

By:   
Name: Moussem Daly  
Title: Associate Director  
Banking Products Services, US

## Schedule I

### United States Trademarks and Trademark Applications

<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Grantor</b>
Service Mark "Open Lending"	76594672	May 28, 2004	3,000,096	September 27, 2005	Open Lending, LLC
Service Mark "Lenders Protection"	78487559	September 22, 2004	3,106 ,053	June 20, 2006	Lenders Protection, LLC
Service Mark "Open Lending"	86471592	December 4, 2014	4,781,634	July 28, 2015	Open Lending, LLC
Service Mark "Lenders Protection"	86471670	December 4, 2014	4,894,342	February 2, 2016	Open Lending, LLC
Open Lending	86471620	December 4, 2014	4,789,284	August 11, 2015	Open Lending, LLC