TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM575015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDGEWOOD PARTNERS INSURANCE CENTER		04/30/2020	Corporation: CALIFORNIA
EPIC HOLDINGS INC.		04/30/2020	Corporation: DELAWARE
INTEGRO HOLDINGS INC.		04/30/2020	Corporation: DELAWARE
INTEGRO USA INC.		04/30/2020	Corporation: DELAWARE
PARAGON INSURANCE HOLDINGS, LLC		04/30/2020	Limited Liability Company: CONNECTICUT
COOK MARAN & ASSOCIATES, INC.		04/30/2020	Corporation: NEW YORK
ASCENDE, INC.		04/30/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name: U.S. Bank National Association, as collateral agent	
Street Address:	60 Livingston Avenue
City: St. Paul	
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark	
Registration Number: 3918243 ACT		ACT	
Registration Number:	3121457	ASCENDE	
Registration Number:	5032098	ASCENDE	
Registration Number:	3921243	ASCENDE CHARITABLE TRUST	
Registration Number: 4226531 ASCENDE WEALTH ADVISERS		ASCENDE WEALTH ADVISERS	
Registration Number: 2852086 ASCENDENT		ASCENDENT	
Registration Number: 4510013 AUTODEALERPRO		AUTODEALERPRO	
Registration Number:	ation Number: 4510026 AUTODEALERPRO		
Registration Number:	4568196	BENEFITS2GO	
Registration Number:	tration Number: 4348271 CLUB INSURANCE SOLUTIONS		
Registration Number:	4312005	E	

TRADEMARK REEL: 006931 FRAME: 0071

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Property Type	Number	Word Mark	
Registration Number:	4291048	EPIC	
Registration Number:	2052539	EB SOLUTIONS	
Registration Number:	3702193	EDGEWOOD PARTNERS INSURANCE CENTER	
Registration Number:	4329193	EDUCATION PROTECTOR	
Registration Number:	5013721	ENERGY COMMAND	
Registration Number:	4973615	EPIC BROKERS	
Registration Number:	4717854	EPIC EMPLOYER SERVICES	
Registration Number:	4717855	EPIC EMPLOYER SERVICES	
Registration Number:	4902047	EPIC EXECUTIVE BENEFITS	
Registration Number:	4940011	EPIC FINANCIAL RISK SOLUTIONS	
Registration Number:	4940013	EPIC FINANCIAL RISK SOLUTIONS	
Registration Number:	5577239	EPIC HOLDINGS	
Registration Number:	4740304	EPIC INSURANCE	
Registration Number:	4740303	EPIC INSURANCE BROKERS	
Registration Number:	4816969	EPIC INSURANCE BROKERS & CONSULTANTS	
Registration Number:	4584541	EPIC INSURANCE BROKERS AND CONSULTANTS	
Registration Number:	4584542	EPIC INSURANCE BROKERS AND CONSULTANTS	
Registration Number:	5168343	EPIC MOBILEEZ	
Registration Number:	4484476	EPIC REAL ESTATE	
Registration Number:	4725073	EPIC RISK SOLUTIONS	
Registration Number:	4816966	EPIC RISK SOLUTIONS & EMPLOYER SERVICES	
Registration Number:	4725075	EPIC RISK SOLUTIONS	
Registration Number:	4725072	EPIC RISK SOLUTIONS AND EMPLOYER SERVICE	
Registration Number:	4725095	EPIC RISK SOLUTIONS AND EMPLOYER SERVICE	
Registration Number:	4901505	EPICNESS	
Registration Number:	4901504	EPICNESS	
Registration Number:	5211007	EPICYBER	
Registration Number:	4940369	EXP EPIC EXCHANGE PLATFORM	
Registration Number:	4940371	EXP EPIC EXCHANGE PLATFORM	
Registration Number:	5569503	GREYLING	
Registration Number:	5158216	GOLF INSURANCE SERVICES	
Registration Number:	5207478	GOLF INSURANCE SERVICES FROM EPIC	
Registration Number:	5184636	GOLF INSURANCE SERVICES FROM EPIC	
Registration Number:	4522764	INSIGHT IN ACTION	
Registration Number:	5192855	MOBILEEZ	
Registration Number:	5178246	MOBILEEZ BY EPIC	
Registration Number:	4827736	MOG MEDICAL OPERATOR GROUP	
Registration Number:	5572070	MOMENTUM 401K PLAN SOLUTIONS BY EPIC	

Property Type	Number	Word Mark	
Registration Number:	4724124	PAR GOLF INSURANCE PROGRAM	
Registration Number:	3934800	POWERGUARD	
Registration Number:	4370878	SLICE PIZZA DELIVERY INSURANCE	
Registration Number:	4378593	SLICE PIZZA DELIVERY INSURANCE	
Registration Number:	4378595	SLICE PIZZA DELIVERY INSURANCE SAFETY LO	
Registration Number:	4725074	THE EPIC EXCHANGE	
Registration Number:	4530275		
Registration Number:	4830968	NVISYN360	
Registration Number:	4830964	NVISYNPLUS	
Registration Number:	4864595	NVISYNX	
Registration Number:	4955100	VENTURA INSURANCE BROKERAGE	
Registration Number:	5309579	ESIX	
Registration Number:	5333332	ESIX ENTERTAINMENT & SPORTS INSURANCE EX	
Registration Number:	4945702	VANBRIDGE	
Registration Number:	4946123		
Registration Number:	4562718	TRUST IS OUR POLICY	
Registration Number:	5776486	EPIC US AFFINITY	
Registration Number:	5913713	EPIC IMPACT	
Registration Number:	5913714	EPIC RISK CONSULTING	
Registration Number:	3323991	WINERE	
Registration Number:	3266732	WINERE	
Serial Number:	87691938	EPIC GLOBAL AFFINITY	
Serial Number:	87678892	EPIC INVESTMENTS	
Serial Number:	87678923	EPIC WHOLESALE SOLUTIONS	
Serial Number:	87678940	EPIC WARRANTY SOLUTIONS	
Serial Number:	87678928	EPIC SPECIALTY SOLUTIONS	
Serial Number:	87678908	EPIC INSURETECH	
Serial Number:	88831835	BRANDSAFE	
Serial Number:	88794823 EDGEWOOD SELECT		
Serial Number:	88783247	GALWAY INSURANCE HOLDINGS, LLC	
Serial Number:	88778427	EDGEWOOD SELECT	
Serial Number:	88648000	EPIC SELECT	
Serial Number:	88648019	THE PLAYERS CHOICE	
Serial Number:	88423432	IMPACT EPIC RISK CONSULTING	

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00179
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/06/2020

Total Attachments: 11

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this "Trademark Security Agreement"), dated as of April 30, 2020, is made by each of the undersigned (each a "Grantor") in favor of U.S. Bank National Association, as the Collateral Agent for the Secured Parties (together, with its successors, the "Collateral Agent").

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of April 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, such Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the "Trademark Collateral"); provided that "Trademark Collateral" shall not include any Excluded Assets.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. <u>Security Agreement</u>. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event that

any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POSTJUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

EDGEWOOD PARTNERS INSURANCE CENTER EPIC HOLDINGS INC.
INTEGRO HOLDINGS INC.
INTEGRO USA INC.
PARAGON INSURANCE HOLDINGS, LLC
COOK MARAN & ASSOCIATES, INC., each as a Grantor

Title: Secretary

ASCENDE, INC., as a Grantor

Name: Daviel Craw ord

Title: Secretary and Executive Vice President

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By:

Name: Richard Prokosch

Title: Vice President:

REEL: 006931 FRAME: 0078

$\underline{\text{SCHEDULE A}}$

TRADEMARKS – UNITED STATES

Registered Owner	Registration No.	Trademark
EDGEWOOD PARTNERS INSURANCE CENTER	3918243	ACT and Design
EDGEWOOD PARTNERS INSURANCE CENTER	3121457	ASCENDE
ASCENDE, INC.	5032098	ASCENDE
EDGEWOOD PARTNERS INSURANCE CENTER	3921243	ASCENDE CHARITABLE TRUST
EDGEWOOD PARTNERS INSURANCE CENTER	4226531	ASCENDE WEALTH ADVISERS
EDGEWOOD PARTNERS INSURANCE CENTER	2852086	ASCENDENT
EDGEWOOD PARTNERS INSURANCE CENTER	4510013	AUTODEALERPRO
EDGEWOOD PARTNERS INSURANCE CENTER	4510026	AUTODEALERPRO (Stylized)
EDGEWOOD PARTNERS INSURANCE CENTER	4568196	BENEFITS2GO
EDGEWOOD PARTNERS INSURANCE CENTER	4348271	CLUB INSURANCE SOLUTIONS
EDGEWOOD PARTNERS INSURANCE CENTER	4312005	E and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4291048	EPIC and Design
EDGEWOOD PARTNERS INSURANCE CENTER	2052539	EB SOLUTIONS and Design EB Solutions

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Registered Owner	Registration No.	Trademark
EDGEWOOD PARTNERS INSURANCE CENTER	3702193	EDGEWOOD PARTNERS INSURANCE CENTER
EDGEWOOD PARTNERS INSURANCE CENTER	4329193	EDUCATION PROTECTOR
ASCENDE, INC.	5013721	ENERGY COMMAND
EDGEWOOD PARTNERS INSURANCE CENTER	4973615	EPIC BROKERS
EDGEWOOD PARTNERS INSURANCE CENTER	4717854	EPIC EMPLOYER SERVICES
EDGEWOOD PARTNERS INSURANCE CENTER	4717855	EPIC EMPLOYER SERVICES and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4902047	EPIC EXECUTIVE BENEFITS & Design Executive Benefits
EDGEWOOD PARTNERS INSURANCE CENTER	4940011	EPIC FINANCIAL RISK SOLUTIONS
EDGEWOOD PARTNERS INSURANCE CENTER	4940013	EPIC FINANCIAL RISK SOLUTIONS and Design
EDGEWOOD PARTNERS INSURANCE CENTER	5577239	EPIC HOLDINGS
EDGEWOOD PARTNERS INSURANCE CENTER	4740304	EPIC INSURANCE
EDGEWOOD PARTNERS INSURANCE CENTER	4740303	EPIC INSURANCE BROKERS
EDGEWOOD PARTNERS INSURANCE CENTER	4816969	EPIC INSURANCE BROKERS & CONSULTANTS and Design EPIC FOR STATE OF THE PROPERTY OF THE PROPER
EDGEWOOD PARTNERS INSURANCE CENTER	4584541	EPIC INSURANCE BROKERS AND CONSULTANTS

Registered Owner	Registration No.	Trademark
EDGEWOOD PARTNERS INSURANCE CENTER	4584542	EPIC INSURANCE BROKERS AND CONSULTANTS and Design EPIC RISHCATHON BROKERS & CONSURRANTS
EDGEWOOD PARTNERS INSURANCE CENTER	5168343	EPIC MOBILEEZ
EDGEWOOD PARTNERS INSURANCE CENTER	4484476	EPIC REAL ESTATE and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4725073	EPIC RISK SOLUTIONS
EDGEWOOD PARTNERS INSURANCE CENTER	4816966	EPIC RISK SOLUTIONS & EMPLOYER SERVICES
EDGEWOOD PARTNERS INSURANCE CENTER	4725075	EPIC RISK SOLUTIONS and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4725072	EPIC RISK SOLUTIONS AND EMPLOYER SERVICES
EDGEWOOD PARTNERS INSURANCE CENTER	4725095	EPIC RISK SOLUTIONS AND EMPLOYER SERVICES and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4901505	EPICNESS (Stylized) (ness in cursive) EPICNESS
EDGEWOOD PARTNERS INSURANCE CENTER	4901504	EPICNESS (Stylized) (ness in lower block letters) EPICness
EDGEWOOD PARTNERS INSURANCE CENTER	5211007	EPICYBER
EDGEWOOD PARTNERS INSURANCE CENTER	4940369	EXP EPIC EXCHANGE PLATFORM

Registered Owner	Registration No.	Trademark
EDGEWOOD PARTNERS INSURANCE CENTER	4940371	EXP EPIC EXCHANGE PLATFORM and Design EXP EXCHANGE EXCHANGE PLATFORM
EDGEWOOD PARTNERS INSURANCE CENTER	5569503	GREYLING
EDGEWOOD PARTNERS INSURANCE CENTER	5158216	GOLF INSURANCE SERVICES
EDGEWOOD PARTNERS INSURANCE CENTER	5207478	GOLF INSURANCE SERVICES FROM EPIC
EDGEWOOD PARTNERS INSURANCE CENTER	5184636	GOLF INSURANCE SERVICES FROM EPIC and Design Golf Insurance Services
EDGEWOOD PARTNERS INSURANCE CENTER	4522764	INSIGHT IN ACTION
EDGEWOOD PARTNERS INSURANCE CENTER	5192855	MOBILEEZ
EDGEWOOD PARTNERS INSURANCE CENTER	5178246	MOBILEEZ BY EPIC and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4827736	MOG MEDICAL OPERATOR GROUP and Design
EDGEWOOD PARTNERS INSURANCE CENTER	5572070	MOMENTUM 401K PLAN SOLUTIONS BY EPIC & Design
EDGEWOOD PARTNERS INSURANCE CENTER	4724124	PAR GOLF INSURANCE PROGRAM
EDGEWOOD PARTNERS INSURANCE CENTER	3934800	POWERGUARD

Registered Owner	Registration No.	Trademark
EDGEWOOD PARTNERS INSURANCE CENTER	4370878	SLICE PIZZA DELIVERY INSURANCE
EDGEWOOD PARTNERS INSURANCE CENTER	4378593	SLICE PIZZA DELIVERY INSURANCE and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4378595	SLICE PIZZA DELIVERY INSURANCE SAFETY LOSS CONTROL INSURANCE COVERAGE EXPERTISE and Design
EDGEWOOD PARTNERS INSURANCE CENTER	4725074	THE EPIC EXCHANGE
EDGEWOOD PARTNERS INSURANCE CENTER	4530275	Triangle Design
INTEGRO USA INC.	4830968	NVISYN360
INTEGRO USA INC.	4830964	NVISYNPLUS
INTEGRO USA INC.	4864595	NVISYNX
INTEGRO USA INC.	4955100	VENTURA INSURANCE BROKERAGE
INTEGRO HOLDINGS INC.	5309579	ESIX
INTEGRO HOLDINGS INC.	5333332	ESIX ENTERTAINMENT & SPORTS INSURANCE EXPERTS
EPIC HOLDINGS, INC.	4945702	VANBRIDGE
EPIC HOLDINGS, INC.	4946123	V.Docigo
COOK MARAN & ASSOCIATES, INC.	4562718	V Design TRUST IS OUR POLICY
EDGEWOOD PARTNER INSURANCE CENTER	5776486	EPIC US AFFINITY

Registered Owner	Registration No.	Trademark
EDGEWOOD PARTNER INSURANCE CENTER	5913713	EPIC IMPACT
EDGEWOOD PARTNER INSURANCE CENTER	5913714	EPIC RISK CONSULTING
PARAGON INSURANCE HOLDINGS, LLC	3323991	WineRe
PARAGAON INSURANCE HOLDINGS, LLC	3266732	WINERE

TRADEMARK APPLICATIONS – UNITED STATES

Applicant	Application No.	Trademark
EDGEWOOD PARTNERS INSURANCE CENTER	87691938 (ITU)	EPIC GLOBAL AFFINITY
EDGEWOOD PARTNERS INSURANCE CENTER	87678892 (ITU)	EPIC INVESTMENTS
EDGEWOOD PARTNERS INSURANCE CENTER	87678923 (ITU)	EPIC WHOLESALE SOLUTIONS
EDGEWOOD PARTNERS INSURANCE CENTER	87678940 (ITU)	EPIC WARRANTY SOLUTIONS
EDGEWOOD PARTNERS INSURANCE CENTER	87678928 (ITU)	EPIC SPECIALTY SOLUTIONS
EDGEWOOD PARTNERS INSURANCE CENTER	87678908 (ITU)	EPIC INSURETECH
EDGEWOOD PARTNERS INSURANCE CENTER	88831835 (ITU)	BRANDSAFE
EDGEWOOD PARTNERS INSURANCE CENTER	88794823 (USE)	EDGEWOOD SELECT
EDGEWOOD PARTNERS INSURANCE CENTER	88783247 (ITU)	GALWAY INSURANCE HOLDINGS, LLC
EDGEWOOD PARTNERS INSURANCE CENTER	88778427 (ITU)	EDGEWOOD SELECT

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Applicant	Application No.	Trademark
EDGEWOOD PARTNERS INSURANCE CENTER	88648000 (ITU)	EPIC SELECT
EDGEWOOD PARTNERS INSURANCE CENTER	88648019 (ITU)	THE PLAYERS CHOICE
EDGEWOOD PARTNERS INSURANCE CENTER	88423432 (ITU)	IMPACT EPIC RISK CONSULTING IMPACT EPIC RISK CONSULTING

RECORDED: 05/06/2020