

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM579666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supp to Trademark Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lockton, Inc.		05/21/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, as Administrative Agent		
Street Address:	1201 Walnut Street		
Internal Address:	Suite 750		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	US National Banking Assoc.: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5900165	LOCKTON INSIGHT	
Serial Number:	88307120	BENEFIT COMMUNICATION INSOURCING	
Serial Number:	88318684	FINANCE GPS	
Serial Number:	88147815	POINT 6 HEALTHCARE	
Serial Number:	88537041	UNCOMMONLY INDEPENDENT	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	(312) 288-3586		
Email:	Results-UCCTeam2@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	06/04/2020		

OP \$140.00 5900165

Total Attachments: 6

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FIRST SUPPLEMENT TO TRADEMARK COLLATERAL AGREEMENT

This FIRST SUPPLEMENT TO TRADEMARK COLLATERAL AGREEMENT (this “*Supplement*”) dated as of this 21st day of May, 2020, from LOCKTON, INC., a Missouri corporation (“*Debtor*”), to BMO HARRIS BANK N.A., a national banking association (“*BMO*”), acting as administrative agent for the Secured Parties (as defined in the Pledge Agreement), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as “*Administrative Agent*”).

PRELIMINARY STATEMENTS

A. Debtor has executed and delivered to the Administrative Agent that certain Trademark Collateral Agreement dated as of October 4, 2018 (such Trademark Collateral Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Trademark Agreement*”; capitalized terms used herein without definition shall have the same meaning herein as defined in the Trademark Agreement), pursuant to which Debtor had granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of Debtor in, to and under the Trademark Collateral.

B. Debtor has acquired new Trademark Collateral and executes and delivers this Supplement to confirm and assure the Administrative Agent’s security interest therein.

NOW, THEREFORE, for value received, and in consideration of advances made or to be made, or credit accommodations given or to be given, to Debtor by the Secured Parties from time to time, Debtor hereby agrees as follows:

In order to secure payment of the Secured Obligations of Debtor as set forth in the Pledge Agreement, Debtor does hereby grant to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of Debtor in, to and under the following Trademark Collateral:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in the Pledge Agreement.

This Supplement shall be in addition and supplementary to all Trademark Collateral under the Trademark Agreement. Except as specifically supplemented hereby, all of the terms and conditions of the Trademark Agreement shall stand and remain in full force and effect.


This Supplement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Supplement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Supplement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Supplement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this First Supplement to Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LOCKTON, INC.

By: _____


Henry R. Bond
Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative
Agent

By: _____

Name: _____

Title: _____

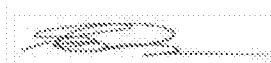
IN WITNESS WHEREOF, Debtor has caused this First Supplement to Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LOCKTON, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative
Agent

By  _____
Name Samuel Dean
Title Director, Commercial Banking

**SCHEDULE A
TO
FIRST SUPPLEMENT TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. No.	GRANTED
LOCKTON INSIGHT	5900165	11/05/2019

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL No.	DATE FILED
BENEFIT COMMUNICATION INSOURCING	88307120	02/19/2019
FINANCE GPS	88318684	02/27/2019
POINT/.6 HEALTHCARE & DESIGN	88147815	10/09/2018
UNCOMMONLY INDEPENDENT	88537041	07/25/2019