

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL SURVEY CENTER, INC.		07/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners III, L.P., as Administrative Agent		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2413724	OPINIONSITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	07/02/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of July 2, 2020 by and among UNIVERSAL SURVEY CENTER, INC. (“Grantor”), and BALANCE POINT CAPITAL PARTNERS III, L.P., a Delaware limited partnership (“Balance Point”), as the administrative agent for itself and any future assigns (in such capacity, the “Administrative Agent”).

RECITALS

A. Pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Hippo Midco, LLC, a Delaware limited liability company (“Holdings”), Hippo Borrower, LLC, a Delaware limited liability company (the “Initial Borrower”, together with those Subsidiaries of the Initial Borrower party thereto from time to time as borrowers, including Grantor, and, upon the consummation of the Closing Date Acquisition, Universal Survey Center Holdings, Inc., a Delaware corporation (“USC Holdings”) and Universal Survey Center, Inc., a Delaware corporation, collectively, jointly and severally, the “Borrowers”); each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”); Balance Point Capital Partners III, L.P., as revolving/payment agent for the Lenders (in such capacity, the “Revolving/Payment Agent”); and Balance Point Capital Partners III, L.P., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”; the Revolving/Payment Agent and the Administrative Agent, each, an “Agent” and together, the “Agents”) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), the Lenders have agreed to make loans and extend certain financial accommodations to Grantor, subject to the condition, among others, that the Grantor shall grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Intellectual Property to secure the obligations of Grantor under the Credit Agreement;

B. Pursuant to that certain Guaranty Agreement, dated as of the date hereof, delivered by the Guarantors in favor of the Administrative Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “Guaranty”), the Guarantors have agreed to guaranty the obligations of the Borrowers and the other Loan Parties under the Loan Documents; and

C. Pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and among the Administrative Agent, Grantor and the other Grantors party thereto from time to time (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the “Security Agreement”), Grantor has granted to Administrative Agent, for the benefit of itself and the Secured Parties, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement, Grantor grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s rights, title and interest in, to and under its Intellectual Property Collateral (as defined in the Security Agreement) (including without limitation the Intellectual Property Collateral listed on Exhibit A hereto) (excluding, for the avoidance of doubt, any Excluded Collateral).

This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Administrative Agent's rights and remedies under this Agreement, the Credit Agreement and the Loan Documents shall be cumulative and Administrative Agent shall have all other rights and remedies not inconsistent with this Agreement and the Credit Agreement as provided by law or in equity. In the event of any conflict or inconsistency between this Agreement and the Credit Agreement (or any portion hereof or thereof), the terms of the Credit Agreement shall prevail.

This Agreement shall automatically terminate and the Lien on and security interest in the Intellectual Property Collateral shall be automatically released, in each case, upon the payment and performance in full of the Obligations (other than contingent indemnification obligations for which no claim has been asserted). Upon the termination of this Agreement, the Administrative Agent shall, at the sole cost and expense of Grantor, execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Intellectual Property Collateral granted herein.

Grantor represents and warrants that Exhibit A attached hereto sets forth, as of the date hereof, any and all intellectual property rights constituting Intellectual Property Collateral, which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

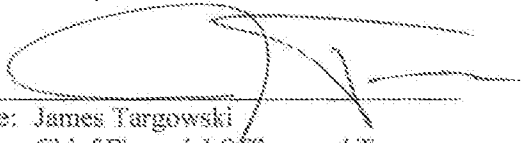
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Facsimile and electronic transmissions (e.g., .pdf format) of any executed original document and/or retransmission of any executed facsimile or electronic transmission shall be deemed to be the same as the delivery of an executed original.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

UNIVERSAL SURVEY CENTER, INC., a
Delaware corporation

By: 
Name: James Targowski
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

ADMINISTRATIVE AGENT:

**BALANCE POINT CAPITAL PARTNERS III,
L.P.**, a Delaware limited partnership

By: Balance Point Capital Managers III, LLC, its
General Partner


By: 
Name: Seth Alvord
Title: Managing Partner

EXHIBIT A

Intellectual Property Collateral

(a) U.S. Federal Trademark Registrations

Mark	Owner	Registration No.	Registration Date
OPINIONSITE	Universal Survey Center, Inc.	2413724	12/19/00

(b) U.S. Federal Patent Registrations

None.

(c) U.S. Federal Copyright Registrations

None.