

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Grant of Security Interest in Trademarks (Second Lien)
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NatWest Markets plc		07/31/2020	Public Limited Company: UNITED KINGDOM

## RECEIVING PARTY DATA

<b>Name:</b>	Lucid Trustee Services Limited
<b>Street Address:</b>	1-5 London Wall Buildings London Wall
<b>Internal Address:</b>	6th Floor, No 1 Building
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 5PG
<b>Entity Type:</b>	Company: ENGLAND AND WALES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5682335	CONTRACTS MANAGER
Registration Number:	3685180	POLICYMANAGER
Registration Number:	3798561	POLICYMEDICAL
Registration Number:	5691397	POLICYSTAT
Registration Number:	3742324	EASYCAMPUS
Registration Number:	3785507	EDUCADIUM
Registration Number:	3742466	

## CORRESPONDENCE DATA

Fax Number: 3129847700

*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: 312-372-2000

Email: ipdocketmwe@mwe.com, jmikulina@mwe.com,  
wzeserman@mwe.com, zbeal@mwe.com,  
ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: 444 West Lake Street, Suite 4000

TRADEMARK

**Address Line 2:** McDermott Will & Emery LLP  
**Address Line 4:** Chicago, ILLINOIS 60606-0029

**ATTORNEY DOCKET NUMBER:** 112054-0011

**NAME OF SUBMITTER:** Warren L. Zeserman

**SIGNATURE:** /wlz/

**DATE SIGNED:** 08/12/2020

**Total Attachments: 5**

source=iContracts trademarks (second lien) - fully executed#page1.tif  
source=iContracts trademarks (second lien) - fully executed#page2.tif  
source=iContracts trademarks (second lien) - fully executed#page3.tif  
source=iContracts trademarks (second lien) - fully executed#page4.tif  
source=iContracts trademarks (second lien) - fully executed#page5.tif

**AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARKS**  
**(SECOND LIEN)**

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) dated July 31, 2020, is made by and between NatWest Markets plc (“Outgoing Collateral Agent”) and Lucid Trustee Services Limited (“New Collateral Agent”), and acknowledged and agreed to by iContracts, Inc. (“Grantor”).

WHEREAS, Grantor entered into that certain Joinder to Security and Pledge Agreement dated May 29, 2019, pursuant to which Grantor joined the Security and Pledge Agreement (Second Lien) dated June 26, 2018 (“Second Lien Security Agreement”);

WHEREAS, pursuant to the Second Lien Security Agreement, Grantor granted a continuing security interest in and continuing lien on the trademarks listed on SCHEDULE A (attached hereto) to the Outgoing Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Second Lien Security Agreement);

WHEREAS, Grantor and the Outgoing Collateral Agent recorded the Notice of Grant of Security Interest in Trademarks with the U.S. Patent and Trademark Office at Reel 6663 / Frame 0116 to provide notice of the Second Lien Security Interest (the “Original Notice Filing”); and

WHEREAS, pursuant to a Substitution and Transfer Deed (the “Substitution Deed”) dated July 31, 2020, the New Collateral Agent shall replace the Outgoing Collateral Agent and the New Collateral Agent shall be the “Collateral Agent” (as defined in the Second Lien Security Agreement) in place of the Outgoing Collateral Agent for all purposes under and pursuant to the Second Lien Security Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth in the Substitution Deed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, each of Outgoing Collateral Agent, New Collateral Agent, and Grantor agrees as follows:

1. The Notice of Grant of Security Interest of Trademarks recorded with the U.S. Patent and Trademark Office at Reel 6663 / Frame 0116 is hereby amended and restated to replace all references to the Outgoing Collateral Agent with the New Collateral Agent.
2. As set forth in Section 2 of the Substitution Deed, the Outgoing Collateral Agent shall be discharged from any further obligation in respect of the Second Lien Security Agreement.
3. Except as set forth above in paragraphs 1 and 2, the terms of the Original Notice Filing remain in full force and effect and are incorporated by reference herein as if fully set forth herein.

\* \* \* \* \*

IN WITNESS WHEREOF, the Outgoing Collateral Agent and New Collateral Agent have caused this Amended and Restated Grant of Security Interest in Trademarks (Second Lien) to be duly executed and delivered by its duly authorized officer effective as of the day and year first above written.

Outgoing Collateral Agent:

NatWest Markets plc

DocuSigned by:  
By: Sergio Moreno  
537A35CF88D54AC...

Name: Sergio Moreno

Title: Authorised signatory

New Collateral Agent:

Lucid Trustee Services Limited

By: \_\_\_\_\_

Name: Kate Russell

Title: Authorised signatory

Acknowledged and Agreed to by

Grantor:

iContracts, Inc.

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Outgoing Collateral Agent and New Collateral Agent have caused this Amended and Restated Grant of Security Interest in Trademarks (Second Lien) to be duly executed and delivered by its duly authorized officer effective as of the day and year first above written.

Outgoing Collateral Agent:

NatWest Markets plc

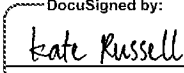
By: \_\_\_\_\_

Name: Sergio Moreno

Title: Authorised signatory

New Collateral Agent:

Lucid Trustee Services Limited

By:  \_\_\_\_\_  
DocuSigned by:  
DB51944DF36C4A0...

Name: Kate Russell

Title: Authorised signatory

Acknowledged and Agreed to by

Grantor:

iContracts, Inc.

By: \_\_\_\_\_

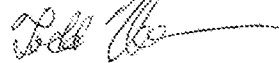
Name:

Title:

IN WITNESS WHEREOF, the Outgoing Collateral Agent and New Collateral Agent have caused this Amended and Restated Grant of Security Interest in Trademarks (Second Lien) to be duly executed and delivered by its duly authorized officer effective as of the day and year first above written.

Acknowledged and Agreed to by  
Grantor:

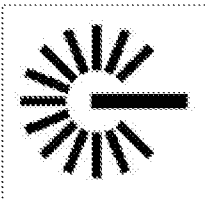
ICONTRACTS, INC., a Delaware corporation

By:  \_\_\_\_\_

Name: Todd Venetianer  
Title: Chief Operating Officer

[Signature Page to Second Lien Amendment and Assignment Agreement (Trademarks)]

**SCHEDULE A**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER (RN) APPLICATION NUMBER (SN)</b>
CONTRACTS MANAGER	RN: 5682335 SN: 87786856
POLICYMANAGER	RN: 3685180 SN: 77555297
POLICYMEDICAL	RN: 3798561 SN: 77756464
POLICYSTAT	RN: 5691397 SN: 88052433
EASYCAMPUS	RN: 3742324 SN: 77766602
EDUCADIUM	RN: 3785507 SN: 77515263
Design Only 	RN: 3742466 SN: 77780022