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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM600569

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INSURANCE TECHNOLOGIES, LLC		10/01/2020	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ALTER DOMUS (US) LLC, AS AGENT		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3956037	FIRELIGHT
Registration Number:	5183440	FIRELIGHT
Registration Number:	5297544	FIRELIGHT EAPP
Registration Number:	4514321	FORESIGHT
Registration Number:	4514322	FORESIGHT
Registration Number:	2587234	FORESIGHT

### **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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:** 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2:One International Place, 23rd FloorAddress Line 4:Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	25405 / 035
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/

TRADEMARK REEL: 007066 FRAME: 0153

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## Total Attachments: 5 source=Trademark Short Form Security Agreement Peak executed#page1.tif source=Trademark Short Form Security Agreement Peak executed#page2.tif source=Trademark Short Form Security Agreement Peak executed#page3.tif source=Trademark Short Form Security Agreement Peak executed#page4.tif

source=Trademark Short Form Security Agreement Peak executed#page5.tif

TRADEMARK REEL: 007066 FRAME: 0154 TRADEMARK SECURITY AGREEMENT dated as of October 1, 2020 (this "Agreement"), between INSURANCE TECHNOLOGIES, LLC, a Delaware limited liability company (the "Grantor"), and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacity, the "Agent").

Reference is made to (a) the Pledge and Security Agreement dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among ASCEND ACQUISITION CO., LLC, a Delaware limited liability company (the "Initial Borrower") whose rights and obligations under the Credit Agreement and the other Loan Documents will be assumed by IT PARENT, LLC, a Delaware limited liability company (the "Borrower") immediately upon consummation of the Acquisition, immediately following the Acquisition, ASCEND ACQUISITION CO., LLC, a Delaware limited liability company ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, and the Agent, and (b) the Credit Agreement dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Initial Borrower, the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Agent. 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 Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is 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. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 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 its Secured Obligations, the Grantor, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the "Trademark Collateral"): (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications 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 may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark

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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. <u>Termination</u>. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties in separate 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.

SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor and the Agent have executed this Trademark Security Agreement as of the date first above written.

INSURANCE TECHNOLOGIES, LLC

Name: Brent Tuck

Title: Chief Financial Officer & Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK REEL: 007066 FRAME: 0157 ALTER DOMUS (US) LLC, as Agent

Name: Jon Kirschmeier Title: Associate Counsel

Schedule I

<u>United States Trademarks and Trademark Applications</u>

MARK	<u>Country</u>	Registration #	Registration Date
FIRELIGHT	U.S.	3956037	May 03 2011
FIRELIGHT	U.S.	5183440	Apr 11 2017
FIRELIGHT EAPP	U.S.	5297544	Sep 26 2017
FORESIGHT	U.S.	4514321	Apr 15 2014
FORESIGHT	U.S.	4514322	Apr 15 2014
FORESIGHT & Design	U.S.	2587234	Jul 02 2002

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**RECORDED: 10/01/2020**