

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Insurance LLC		11/16/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5130412	ONEDIGITAL	
Registration Number:	2963713	BENEFIT SELECT	
Registration Number:	2560610	DIGITAL INSURANCE	
Registration Number:	5249737	GRAVITY	
Registration Number:	5308300	INTENTIONALLY DIFFERENT	
Registration Number:	4485743	INVENI	
Registration Number:	3646708	MANAGEASE	
Registration Number:	2268490	MANAGEASE	
Registration Number:	4620048	SMARTBENEFITS MARKETPLACE	
Registration Number:	5254959		
Serial Number:	88583462	HR. SOLVED.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		

CH \$290.00 5130412

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	045494-0371
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/16/2020
Total Attachments: 6 source=Project Overdrive - Trademark Security Agreement Executed_118998027_1_0#page1.tif source=Project Overdrive - Trademark Security Agreement Executed_118998027_1_0#page2.tif source=Project Overdrive - Trademark Security Agreement Executed_118998027_1_0#page3.tif source=Project Overdrive - Trademark Security Agreement Executed_118998027_1_0#page4.tif source=Project Overdrive - Trademark Security Agreement Executed_118998027_1_0#page5.tif source=Project Overdrive - Trademark Security Agreement Executed_118998027_1_0#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of November 16, 2020, is entered into by the undersigned (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application 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 would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Release. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the Pledge and Security Agreement in accordance with its terms.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), 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.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DIGITAL INSURANCE LLC

By: _____

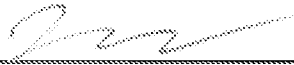
Name: Charles Ristau

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007107 FRAME: 0038

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Jason Chang
Title: Authorized Officer


**SCHEDULE A
TRADEMARKS**

Trademark Applications

Trademark	Jurisdiction	Serial Number	Filing Date	Status	Registrant
HR. SOLVED.	U.S.	88/583,462	August 19, 2019	Pending	Digital Insurance LLC

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
ONEDIGITAL	U.S.	5,130,412	January 24, 2017	Digital Insurance LLC
BENEFIT SELECT	U.S.	2,963,713	June 28, 2005	Digital Insurance LLC
DIGITAL INSURANCE	U.S.	2,560,610	April 9, 2002	Digital Insurance LLC
GRAVITY	U.S.	5,249,737	July 25, 2017	Digital Insurance LLC
INTENTIONALLY DIFFERENT	U.S.	5,308,300	October 10, 2017	Digital Insurance LLC
INVENI	U.S.	4,485,743	February 18, 2014	Digital Insurance LLC
MANAGEASE	U.S.	3,646,708	June 30, 2009	Digital Insurance LLC
MANAGEASE	U.S.	2,268,490	August 10, 1999	Digital Insurance LLC
SMARTBENEFITS MARKETPLACE	U.S.	4,620,048	October 14, 2014	Digital Insurance LLC

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
	U.S.	5,254,959	August 1, 2017	Digital Insurance LLC