

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEFFERNAN INSURANCE BROKERS		12/22/2020	Corporation: CALIFORNIA
TANGRAM INSURANCE SERVICES, INC.		12/22/2020	Corporation: CALIFORNIA
WRAP UP INSURANCE SOLUTIONS, INC.		12/22/2020	Corporation: CALIFORNIA
IRON GUARD SOLUTIONS INC.		12/22/2020	Corporation: CALIFORNIA
OLI INSURANCE SERVICES, INC.		12/22/2020	Corporation: CALIFORNIA
HG IT SERVICES, LLC		12/22/2020	Limited Liability Company: CALIFORNIA
HEFFERNAN CALLAHAN LLC		12/22/2020	Limited Liability Company: CALIFORNIA
HEFFERNAN BRIGHT		12/22/2020	Corporation: CALIFORNIA
HEFFERNAN TWIS LLC		12/22/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	10 South Dearborn, Floor L2
Internal Address:	Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86455711	COMMUNITY FIRST NONPROFIT INSURANCE SOLU
Serial Number:	85521810	H HEFFERNAN GROUP
Serial Number:	88454909	H HEFFERNAN INSURANCE BROKERS BECAUSE YO
Serial Number:	85712796	NTSG NATIONAL TRUCK SERVICES GROUP

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86088487	NTSG NATIONAL TRUCK SERVICES GROUP
Serial Number:	85712799	NTSG NATIONAL TRUCK SERVICES GROUP
Serial Number:	86488952	OPTEM@IL
Serial Number:	88442206	OLI INSURANCE SERVICES, INC.
Serial Number:	85520756	TANGRAM INSURANCE SERVICES

CORRESPONDENCE DATA

Fax Number:

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20666403
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/23/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of December 22, 2020 is among each Grantors listed on the signature pages hereto (each, a “Grantor” and collectively, the “Grantors”), and JPMorgan Chase Bank, N.A. (“Administrative Agent”) on behalf of the Lenders and the other Secured Parties (as defined in the Security Agreement, defined below).

WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among each Grantor, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrower;

WHEREAS, each Grantor has entered into a Pledge and Security Agreement dated as of the date hereof, by and among each Grantor, the other Loan Parties party thereto, and Administrative Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, each Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Trademarks, Internet domain names, Trade Secrets and IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, all foreign counterparts thereto, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Grant of Security Interest in the Collateral. Each Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security

interest in all of the following property of each Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which any Grantor now has or hereafter acquires any rights (the term “Trademarks” means (a) all right, title and interests in trademarks, trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and all related IP Ancillary Rights), and the goodwill associated therewith, now existing or hereafter adopted or acquired, including all registrations and recordations thereof, and all applications in connection therewith, registered or submitted with the United States Patent and Trademark Office or any similar office or agency outside the United States; and (b) all renewals thereof, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which each Grantor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which a Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by any Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by any Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rules or regulations or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent

for the benefit of the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[signature pages follow]

BORROWER:

HEFFERNAN INSURANCE BROKERS

By: 
Name: Daniele Sebastiani
Title: Treasurer/CFO

GUARANTORS:

TANGRAM INSURANCE SERVICES, INC.

By: 
Name: Daniele Sebastiani
Title: Treasurer/CFO

WRAP UP INSURANCE SOLUTIONS, INC.

By: 
Name: Daniele Sebastiani
Title: Treasurer/CFO

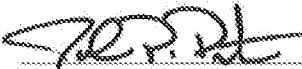
IRON GUARD SOLUTIONS INC.

By: 
Name: Daniele Sebastiani
Title: CFO

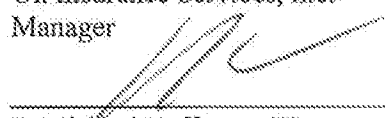
OLI INSURANCE SERVICES, INC.

By: 
Name: F. Michael Heffernan III
Title: CEO

HG IT SERVICES, LLC

By: 
Name: John Petersen
Title: Manager

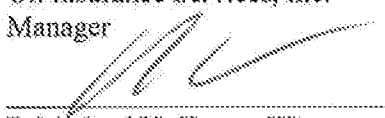
HEFFERNAN CALLAHAN LLC

By: Oli Insurance Services, Inc.
Its: Manager
By: 
Name: F. Michael Heffernan III
Title: CEO

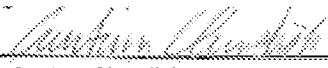
HEFFERNAN BRIGHT

By: 
Name: Daniele Sebastiani
Title: Treasurer


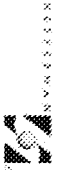
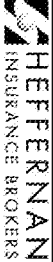



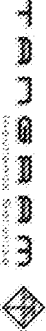

HEFFERNAN TWIS LLC




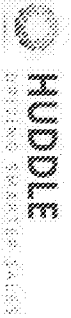



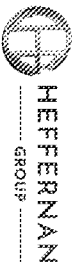
By: Oli Insurance Services, Inc.
Its: Manager
By: 
Name: F. Michael Heffernan III
Title: CEO

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

By: 
Name: Gautum Chandiok
Title: Credit Officer

SCHEDULE A

Serial No.	Registration / Application No.	Mark	Jurisdiction	Owner of Record
1	86455711	 COMMUNITY FIRST	US	Heffernan Insurance Brokers
2	85521810	 HEFFERNAN	US	Heffernan Insurance Brokers
3	88454909	 HEFFERNAN INSURANCE BROKERS <i>Because You're Different</i>	US	Heffernan Insurance Brokers
4	85712796	 NISG NATIONAL TRUCK SERVICES GROUP	US	Heffernan Insurance Brokers
5	86088487	 NISG NATIONAL TRUCK SERVICES GROUP	US	Heffernan Insurance Brokers
6	85712799	 NISG NATIONAL TRUCK SERVICES GROUP	US	Heffernan Insurance Brokers
7	86488952	OptEm@ii	US	Heffernan Insurance Brokers
8	88442206	 OLI Insurance Services	US	OLI Insurance Services
9	85520756	 TANGRAM INSURANCE SERVICES	US	Tangram Insurance Services
10	n/a	 TWIS TWIS Insurance Services, Inc.	US	Heffernan TWIS LLC
11	n/a	HB	US	Heffernan Bright

12	n/a	n/a		US	Heffernan Callahan LLC
13	n/a	n/a		US	Iron Guard Solutions Inc.
14	n/a	n/a		US	HG IT Services, LLC
15	n/a	n/a		US	HG IT Services, LLC
16	n/a	n/a		US	Wrap Up insurance Solutions, Inc.
17	n/a	n/a		US	Heffernan Insurance Brokers
18	n/a	n/a		US	Oil Insurance Services Inc.
20	n/a	n/a		US	Heffernan Insurance Brokers