

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunz Holdings, LLC		01/08/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	6030803	ACCELERATE YOUR RELEVANCE	
Registration Number:	6020195	ACCELEVANT	
Registration Number:	6030780	ACCELEVANT	
Registration Number:	5896617	ACCELEVANT PREMIUM AUDIT	
Serial Number:	88413154	ACCELEVANT TECHNOLOGIES	
Registration Number:	5012055	ASCENTIAL CARE	
Registration Number:	5717446	AVALON SUBROGATION PARTNERS	
Registration Number:	6089058	BRAND ARMOR	
Serial Number:	88795661	BULLY ARMOR	
Registration Number:	6030804		
Registration Number:	5305902	E3VA	
Registration Number:	5305920	E3VA	
Registration Number:	5322514	ELEVATE EVERYONE EVERYDAY	
Serial Number:	88002657	INSPIRING A SAFER WORKFORCE	
Serial Number:	88771240	INSPIRING A SAFER WORKFORCE	
Serial Number:	88002999	IRIS	
Serial Number:	88003017	IRIS INSURANCE RISK IN SIGHT	
Registration Number:	5717471	MAXIMIZING INSURANCE SUBROGATION	
Registration Number:	5112243		
TRADEMARK			

OP \$1015.00 6030803

Property Type	Number	Word Mark
Registration Number:	5315698	NEXT LEVEL
Registration Number:	5137183	NEXT LEVEL ADMINISTRATORS
Serial Number:	90249484	NEXT LEVEL ADMINISTRATORS
Registration Number:	5137182	NEXT LEVEL ADMINISTRATORS
Registration Number:	5322343	PEOPLE DATA RESULTS
Registration Number:	5322393	POSITIVE ENERGY IN A RISKY WORLD
Registration Number:	5715429	RECOVERIT
Registration Number:	5743362	RMA RISK MANAGEMENT AMERICA
Serial Number:	88381709	SALESJOLT
Serial Number:	88413138	SALESJOLT
Registration Number:	6049088	SUBROAI
Registration Number:	6131002	SUBROAI
Registration Number:	5322064	SUNZ
Registration Number:	5322066	SUNZ
Registration Number:	5300168	SUNZ INSURANCE
Registration Number:	5300172	SUNZ INSURANCE
Serial Number:	90069802	THE CLAM HOUSE
Serial Number:	88260336	TRUEUP PREMIUM AUDIT, LLC
Registration Number:	5927739	WATCHPOINT
Registration Number:	6019025	WATCHPOINT
Registration Number:	5927833	WATCHPOINT INTELLIGENCE ANALYTICS INVEST

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark, Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 24835.15_Legrand

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 01/12/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 8, 2021 (this “*Security Agreement*”), is made by **SUNZ HOLDINGS, LLC**, a Florida limited liability company (the “*Grantor*”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, SUNZ INSURANCE SERVICES, LLC, a Florida limited liability company (the “*Borrower*”), the Grantor, the lenders from time to time parties thereto (the “*Lenders*”) and the Administrative Agent have entered into a Term Loan Credit Agreement, dated as of January 8, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of January 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, collaterally assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto) providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule I* hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property, and, to the extent that any Collateral later becomes Excluded Property, the Lien granted hereunder will automatically be deemed to have been released; provided further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. *Schedule I* correctly sets forth all applied for and federally registered Trademarks owned by the Grantor in its own name as of the date hereof.

Section 5 Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with **Section 10.15** of the Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.


Section 7 Counterparts. This Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 8 Governing Law; Waiver of Jury Trial. The terms of **Sections 10.5** and **10.6** of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

*[Remainder of Page Intentionally Left Blank;
Signature Pages to Follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUNZ HOLDINGS, LLC

By: 
Name: Steven F. Herrig
Title: President and CEO

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: _____


Name: David Fournier
Title: Managing Director

SCHEDULE I**Trademarks****I. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Class	Registration / Application No. and Date	Registration Date	Status
ACCELERATE YOUR RELEVANCE	035, 036, 042, 045	6030803	05/02/2019	REGISTERED
ACCELEVANT	035	6020195	02/14/2019	REGISTERED
ACCELEVANT & Stylized "A" Design	035, 036, 042, 045	6030780	04/24/2019	REGISTERED
ACCELEVANT PREMIUM AUDIT	035, 036	5896617	04/24/2019	REGISTERED
ACCELEVANT TECHNOLOGIES Stylized "AT" Design	036, 042, 045	88413154	05/02/2019	ALLOWED
ASCENTIAL CARE	035	5012055	11/30/2015	REGISTERED
AVALON SUBROGATION PARTNERS	036	5717446	03/07/2018	REGISTERED
BRAND ARMOR	009, 035	6089058	08/09/2019	REGISTERED
BULLY ARMOR	009, 035, 045	88795661	02/13/2020	ALLOWED
DESIGN Stylized A	035, 036, 042, 045	6030804	05/02/2019	REGISTERED
E3VA & Design	009, 036, 042	5305902	2/24/2017	REGISTERED
E3VA Logo (Stylized)	009, 036, 042	5305920	2/24/2017	REGISTERED
ELEVATE EVERYONE EVERYDAY	035, 036	5322514	3/13/2017	REGISTERED
INSPIRING A SAFER WORKFORCE	035	88002657	6/15/2018	ALLOWED
INSPIRING A SAFER WORKFORCE	036, 042, 045	88771240	01/23/2020	PUBLISHED
IRIS and Design	035	88002999	6/15/2018	PENDING
IRIS INSURANCE RISK IN SIGHT and Design	035	88003017	6/15/2018	PENDING
MAXIMIZING INSURANCE SUBROGATION	036	5717471	3/12/2018	REGISTERED
MISCELLANEOUS DESIGN (Cross Divided Horizontally Across the Center)	035	5112243	11/25/2015	REGISTERED
NEXT LEVEL	036	5315698	3/22/2017	REGISTERED
NEXT LEVEL ADMINISTRATORS	036	5137183	6/24/2016	REGISTERED

Trademark	Class	Registration / Application No. and Date	Registration Date	Status
NEXT LEVEL ADMINISTRATORS & DESIGN	036	90249484	10/12/2020	PENDING
NEXT LEVEL ADMINISTRATORS and Design	036	5137182	6/24/2016	REGISTERED
PEOPLE DATA RESULTS	035, 036	5322343	3/10/2017	REGISTERED
POSITIVE ENERGY IN A RISKY WORLD	035, 036, 042	5322393	3/10/2017	REGISTERED
RECOVERIT	036	5715429	8/30/2018	REGISTERED
RMA RISK MANAGEMENT AMERICA and Design	036, 042, 045	5743362	5/1/2018	REGISTERED
SALESJOLT	035	88381709	04/11/2019	ALLOWED
SALESJOLT & Battery Design	035	88413138	05/02/2019	ALLOWED
SUBROAI	042	6049088	03/24/2018	REGISTERED
SUBROAI	042	6131002	11/19/2018	REGISTERED
SUNZ	035, 036, 042, 045	5322064	3/8/2017	REGISTERED
SUNZ and Arc Design	036, 042, 045	5322066	3/8/2017	REGISTERED
SUNZ INSURANCE	035, 036, 042, 045	5300168	2/16/2017	REGISTERED
SUNZ INSURANCE and Design	035, 036, 042, 045	5300172	2/16/2017	REGISTERED
THE CLAM HOUSE	043	90069802	06/23/2020	PENDING
TRUEUP PREMIUM AUDIT, LLC	035, 036	88260336	01/14/2019	ALLOWED
WATCHPOINT	041, 045	5927739	7/16/2018	REGISTERED
WATCHPOINT	035, 045	6019025	10/14/2019	REGISTERED
WATCHPOINT, INTELLIGENCE, ANALYTICS, INVESTIGATION and Design	041, 045	5927833	8/13/2018	REGISTERED

II. TRADEMARK LICENSES.

None.