

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM633093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Open Lending, LLC		03/19/2021	Limited Liability Company: TEXAS
Lenders Protection, LLC		03/19/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4894342	LENDERS PROTECTION	
<b>Registration Number:</b>	4789284	OPEN LENDING	
<b>Registration Number:</b>	4781634	OPEN LENDING	
<b>Registration Number:</b>	3000097	OPEN LENDING	
<b>Registration Number:</b>	3000096	OPEN LENDING	
<b>Registration Number:</b>	3106053	LENDERS PROTECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	18464.515060		

OP \$165.00 4894342

<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/Moira Sheehan/
<b>DATE SIGNED:</b>	03/19/2021
<b>Total Attachments: 6</b> source=Open Lending - Notice of Grant of Security Interest in Trademarks [EXECUTED]#page1.tif source=Open Lending - Notice of Grant of Security Interest in Trademarks [EXECUTED]#page2.tif source=Open Lending - Notice of Grant of Security Interest in Trademarks [EXECUTED]#page3.tif source=Open Lending - Notice of Grant of Security Interest in Trademarks [EXECUTED]#page4.tif source=Open Lending - Notice of Grant of Security Interest in Trademarks [EXECUTED]#page5.tif source=Open Lending - Notice of Grant of Security Interest in Trademarks [EXECUTED]#page6.tif	

**Notice of Grant of Security Interest in Intellectual Property**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 19, 2021 (this “Notice”), made by Open Lending, LLC, a Texas limited liability company and Lenders Protection, LLC, a Delaware limited liability company (collectively, the “Pledgor”), in favor of Wells Fargo Bank, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of March 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Open Lending Corporation, a Delaware corporation (the “Borrower”), each subsidiary of the Borrower identified therein and Wells Fargo Bank, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance when due, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties and did, and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral

are more fully set forth in the Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Notice and the transactions contemplated hereby shall be deemed to include an electronic symbol or process attached to a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (each an “Electronic Signature”), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent. Without limiting the generality of the foregoing, each Pledgor party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Loan Parties, electronic images of this Notice or any other Loan Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Loan Documents based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages thereto.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

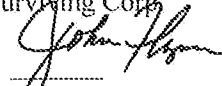
IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

OPEN LENDING CORPORATION  
as the Borrower

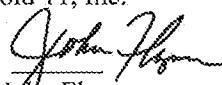
By:   
Name: John Flynn  
Title: Chief Executive Officer

OTHER GRANTORS

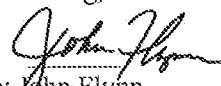
NAC Surviving Corp.

By:   
Name: John Flynn  
Title: President

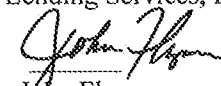
BRP Hold 11, Inc.

By:   
Name: John Flynn  
Title: President

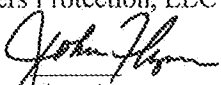
Open Lending, LLC

By:   
Name: John Flynn  
Title: President

Open Lending Services, Inc.

By:   
Name: John Flynn  
Title: President

Lenders Protection, LLC

By:   
Name: John Flynn  
Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Insurance Administrative Services, LLC

By: Lenders Protection, LLC

Its: Sole Member

By: 

Name: John Flynn

Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007226 FRAME: 0681**

WELLS FARGO BANK, N.A.,  
as Collateral Agent,

By: 

Name: Clayton B. Scovill

Title: Sr. Relationship Manager

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Open Lending, LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Lenders Protection	4,894,342	02/02/2016
Open Lending	4,789,284	08/11/2015
Open Lending	4,781,634	07/28/2015
Open Lending	3,000,097	09/27/2005
Open Lending	3,000,096	09/27/2005

Trademarks Owned by Lenders Protection, LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Lenders Protection	3,106,053	06/20/2006