

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634921

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Navacord Corp.		03/26/2021	Corporation: CANADA
BENEFITS DIRECT CORP.		03/26/2021	Corporation: CANADA
DEHONEY FINANCIAL GROUP LTD.		03/26/2021	Limited Corporation: CANADA
LLOYD SADD INSURANCE BROKERS LTD.		03/26/2021	Limited Corporation: CANADA
SAFETY INSURANCE SERVICE (1959) LTD		03/26/2021	Limited Corporation: CANADA
SELECTPATH BENEFITS & FINANCIAL INC.		03/26/2021	Corporation: CANADA
THOMAS I. HULL INSURANCE LIMITED		03/26/2021	Limited Corporation: CANADA
TRIPOINT INSURANCE UNDERWRITING INC.		03/26/2021	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Collateral Agent
Street Address:	250 Yonge St. 11th floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5B 2L7
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5243654	NAVACORD
Registration Number:	5243655	NAVACORD
Registration Number:	5234637	NAVACORD
Registration Number:	5225731	NAVACORD COMPANY

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.

TRADEMARK

Phone: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	03/26/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 26, 2021 by and among Navacord Corp., Benefits Direct Corp., Dehoney Financial Group Ltd., Lloyd Sadd Insurance Brokers Ltd., Safety Insurance Service (1959) Ltd., Selectpath Benefits & Financial Inc., Thomas I. Hull Insurance Limited and Tripoint Insurance Underwriting Inc. (collectively, the "Grantor") and the Bank of Montreal, in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain First Lien Security Agreement, dated as of March 26, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favour of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. 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 Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

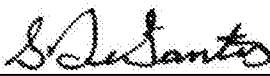
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


NAVACORD CORP.

By: 
Name: Shawn DeSantis
Title: President and Chief Executive Officer


BENEFITS DIRECT CORP.

By: 
Name: Shawn DeSantis
Title: Vice President


DEHONEY FINANCIAL GROUP LTD.

By: 
Name: Shawn DeSantis
Title: Executive Vice President

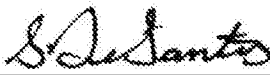
LLOYD SADD INSURANCE BROKERS LTD.

By: 
Name: Shawn DeSantis
Title: Executive Vice-President

SAFETY INSURANCE SERVICE (1959) LTD

By: 
Name: Shawn DeSantis
Title: President


SELECTPATH BENEFITS & FINANCIAL INC.

By: 
Name: Shawn DeSantis
Title: Vice President

THOMAS I. HULL INSURANCE LIMITED

By: 
Name: Shawn DeSantis
Title: President & Chief Executive Officer

TRIPOINT INSURANCE UNDERWRITING INC.

By: 
Name: Shawn DeSantis
Title: Executive Vice President

Accepted and Agreed:




BANK OF MONTREAL, as
Collateral Agent

By: 





Name: Darryl Jacobson
Title: Managing Director

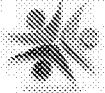



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

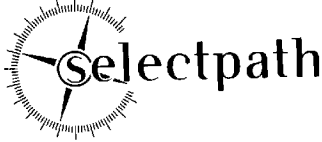
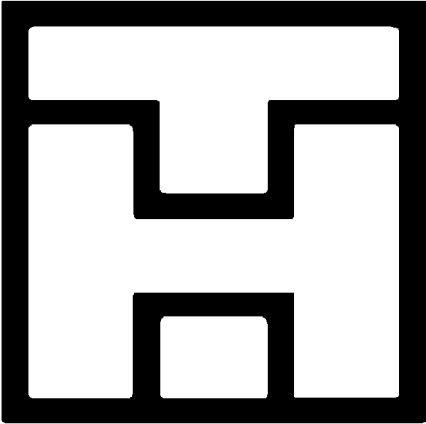

United States Trademark Registrations and Applications:

Trademark	Registration No.	Owner
NAVACORD	5,243,654	Navacord Corp.
 NAVACORD	5,243,655	
 NAVACORD	5,234,637	
 NAVACORD COMPANY	5,225,731	

Canadian Trademark Registrations and Applications:

Trademark	Application No.	Registration No.	Owner
NAVACORD	1687416	TMA919380	Navacord Corp.
 NAVACORD	1690418	TMA919471	
 NAVACORD	1690419	TMA919470	
 NAVACORD COMPANY	1729618	TMA943793	
LOCAL TOUCH. NATIONAL STRENGTH.	1969792	-	
NAVASURE	1976290	-	
BONDLINE	1991560	-	
	1976289		
BENEFITS DIRECT	2007462	-	Benefits Direct Corp.
BENEFITS DIRECT & Design	2018848	-	

 BenefitsDirect www.benefitsdirect.ca			
Dehoney Financial Group	1466734	TMA807131	Dehoney Financial Group Ltd.
More Than a Business Relationship	1466108	TMA790737	
BUILDING PEACE OF MIND	0869636	TMA506960	Lloyd Sadd Insurance Brokers Ltd.
WE LISTEN. WE THINK. WE DELIVER.	1944566	-	
THE SAFETY GROUP & Design  THE SAFETY GROUP	1042184	TMA562367	Safety Insurance Service (1959) Ltd.
SAFETY	1042184	TMA805993	
Beneflex (stylized) Beneflex	1890800	TMA1083342	Selectpath Benefits & Financial Inc.
HIRE TO RETIRE	1672780	TMA1049340	
Selectpath & design SELECTPATH 	1783731	TMA1018356	
Selectpath GPS & Design SELECTPATH  GUIDING PROFESSIONAL SOLUTIONS GPS	1783740	TMA1018348	
GPS & DESIGN GUIDING PROFESSIONAL STRATEGY GPS	1783741	TMA1018355	
THE RIGHT PATH	1672773	TMA981119	
BeneFLEX DESIGN	1257271	TMA713243	

BeneFLEX			
THE RIGHT PATH	1211677	TMA645500	
SELECTPATH & Design 	1211678	TMA642022	
OUR PRODUCT IS PEACE OF MIND	0739124	TMA457687	
TH DESIGN 	0338746	TMA181224	Thomas I. Hull Insurance Limited
TriPoint Insurance Underwriting Inc. & Design 	1835855	TMA1025228	Tripoint Insurance Underwriting Inc.
TRIPOINT	1811233	TMA1011504	