

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hudson Structured Capital Management Ltd.		04/28/2021	limited company: BERMUDA
RECEIVING PARTY DATA			
Name:	Eldridge Corporate Funding LLC		
Street Address:	600 Steamboat Road, Suite 200		
Internal Address:	Legal Dept.		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	90580889	HSCM VENTURES	
Serial Number:	90585222	HSCM VENTURES	
Serial Number:	90587089	HSCM VENTURES INSURTECH INDEX	
Serial Number:	90587132	HSCM VENTURES INDEX	
Serial Number:	90587157	ITDX	
Serial Number:	90587193	ITX	
Serial Number:	90587533	INSURTECH INDEX	
Serial Number:	90587557	HSCM INSURTECH INDEX	
Serial Number:	90106543	HUDSON TRIKON	
Serial Number:	90106378	HSCM BERMUDA	
Serial Number:	90106354	HSCM BERMUDA MANAGEMENT COMPANY	
Serial Number:	90106365	HSCM BERMUDA MANAGEMENT COMPANY	
Serial Number:	90106592	HUDSON STRUCTURED CAPITAL MANAGEMENT	
Serial Number:	90106683	HUDSON STRUCTURED CAPITAL MANAGEMENT LTD	
Serial Number:	90106437	HUDSON STRUCTURED	
Serial Number:	90106499	HUDSON STRUCTURED	
Serial Number:	90106326	HUDSON TRANSPORT	
Serial Number:	90106334		
TRADEMARK			

CH \$515.00 90580889

Property Type	Number	Word Mark
Serial Number:	90119443	HUDSON TRIKON
Serial Number:	90142806	BUMBLEBEE RE

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Ramya S. Tiller, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Ramya S. Tiller
SIGNATURE:	/Ramya S. Tiller/
DATE SIGNED:	04/29/2021

Total Attachments: 5

source=Eldridge AR_ Trademark Security Agreement#page1.tif

source=Eldridge AR_ Trademark Security Agreement#page2.tif

source=Eldridge AR_ Trademark Security Agreement#page3.tif

source=Eldridge AR_ Trademark Security Agreement#page4.tif

source=Eldridge AR_ Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is dated as of April 28, 2021 (this "Trademark Security Agreement"), by Hudson Structured Capital Management Ltd., a Bermuda limited company (the "Grantor"), in favor of Eldridge Corporate Funding LLC, a Delaware limited liability company, in its capacity as the collateral agent (the "Collateral Agent"), pursuant to the Amended and Restated Credit and Guaranty Agreement dated as of the date hereof (the "Credit and Guaranty Agreement").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit and Guaranty Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. "Trademarks" shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other 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. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) all Trademarks of such Grantor, including the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

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 each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

HUDSON STRUCTURED CAPITAL
MANAGEMENT LTD.

By: 

Name: Michael Millette

Title: Managing Partner

Schedule I

Owner Name	Trademark	Application Number	Application Date	Registration Number	Registration Date	Country	Status
Hudson Structured Capital Management Ltd.	HSCM VENTURES	90580889	3/15/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HSCM VENTURES and design	90585222	3/17/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HSCM VENTURES INSURTECH INDEX	90587089	3/18/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HSCM VENTURES INDEX	90587132	3/18/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	ITDX	90587157	3/18/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	ITX	90587193	3/18/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	INSURTECH INDEX	90587533	3/18/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HSCM INSURTECH INDEX	90587557	3/18/2021	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HUDSON TRIKON and Design	90106543	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HSCM BERMUDA	90106378	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HSCM BERMUDA MANAGEMENT COMPANY	90106354	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HSCM BERMUDA MANAGEMENT COMPANY and Design	90106365	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED CAPITAL MANAGEMENT	90106592	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED CAPITAL MANAGEMENT LTD and Design	90106683	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED	90106437	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED and Design	90106499	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HUDSON TRANSPORT	90106326	8/11/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	HUDSON TRANSPORT and Design	90106334	8/11/2020	6306705	3/30/2021	USA	Registered
Hudson Structured Capital Management Ltd.	HUDSON TRIKON	90119443	8/17/2020	N/A	N/A	USA	Pending

Hudson Structured Capital Management Ltd.	BUMBLEBEE RE	90142806	8/27/2020	N/A	N/A	USA	Pending
Hudson Structured Capital Management Ltd.	BUMBLEBEE RE A HSCM SUBSIDIARY and Design	N/A	N/A	N/A	N/A	USA	Filing in Process
Hudson Structured Capital Management Ltd.	BUMBLEBEE RE & Device (in colour)	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	BUMBLEBEE RE	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HSCM BERMUDA	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HSCM BERMUDA MANAGEMENT COMPANY	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HSCM BERMUDA MANAGEMENT COMPANY AND Device	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED and Device	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED CAPITAL MANAGEMENT LTD and Device	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HUDSON STRUCTURED CAPITAL MANAGEMENT	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HUDSON TRANSPORT and Device	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HUDSON TRIKON	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment
Hudson Structured Capital Management Ltd.	HUDSON TRIKON & Device	N/A	N/A	N/A	N/A	Bermuda	Filed 3/01/2021; pending Application Acknowledgment