

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644242

<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>
AMWINS GROUP, LLC		04/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent		
<b>Street Address:</b>	30 Hudson Street, 36th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5510223	WORLDWIDE MARINE	
<b>Registration Number:</b>	5121830	W WORLDWIDE FACILITIES, LLC	
<b>Registration Number:</b>	3279933	WORLDWIDE FACILITIES	
<b>Registration Number:</b>	4712542	SLOAN MASON INSURANCE SERVICES	
<b>Registration Number:</b>	4715795	THE ART OF SPECIALTY INSURANCE	
<b>Registration Number:</b>	6118798	CPAGOLD	
<b>Registration Number:</b>	6118799	LAWGOLD	
<b>Registration Number:</b>	5313097	ATTORNEYS' SELECT	
<b>Registration Number:</b>	3677311	ADVISERSGOLD	
<b>Registration Number:</b>	4220806	PRACTICE SHIELD	
<b>Registration Number:</b>	4207574	SEER PROGRAM	
<b>Registration Number:</b>	4788563	QUOTESTAR NITRO	
<b>Registration Number:</b>	4788564	QUOTESTAR	
<b>Registration Number:</b>	4788575	QUOTESTAR NITRO	
<b>Registration Number:</b>	5245947	EDT	
<b>Registration Number:</b>	5280524	RETIREE BENEFIT CHOICE	
<b>Registration Number:</b>	5330191	YOUBENEFIT	
<b>Registration Number:</b>	5330192	YOUBENEFIT	
<b>Registration Number:</b>	5386747	AEU SAFETY SCORE	
<b>TRADEMARK</b>			

CH \$740.00 5510223

Property Type	Number	Word Mark
Registration Number:	5394930	DEALER POLLUTION ADVANTAGE
Registration Number:	5617511	AEU COMPASS
Registration Number:	5621886	THEPROPERTYINSURANCEEXCHANGE
Registration Number:	5627937	AEU SAFETY BENCHMARK
Registration Number:	5747611	PROPANEPRO
Registration Number:	5846940	LOOK
Registration Number:	5997397	LISI DIGIONE
Registration Number:	6264714	LONGSHORE INSIDER
Registration Number:	5176732	USED CARGUARD
Serial Number:	90236423	NUTRARISK

**CORRESPONDENCE DATA**

**Fax Number:** 2125305219

*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:** 2125305243

**Email:** dcip@milbank.com, ehyla@milbank.com

**Correspondent Name:** Eric Hyla, Esq.

**Address Line 1:** 55 Hudson Yards

**Address Line 2:** Milbank, LLP

**Address Line 4:** New York, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 30045.95600

**NAME OF SUBMITTER:** Eric Hyla

**SIGNATURE:** /Eric Hyla/

**DATE SIGNED:** 05/04/2021

**Total Attachments: 8**

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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 30, 2021 (this “**Agreement**”), among AMWINS GROUP, LLC, a Delaware limited liability company located at 4725 Piedmont Row, Suite 600, Charlotte, NC 28210, (“**Grantor**”), and GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Guarantee and Collateral Agreement**”), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Amended and Restated Credit Agreement, dated as of February 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”), among Holdings, the Borrower, the Lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Amended and Restated Credit Agreement and is willing to execute and deliver the First Lien Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the First Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**IP Collateral**”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”);

(c) all copyrights in any work subject to the copyright laws of the United States, whether as author, assignee, or transferee;

(d) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those registrations listed on Schedule I ((c) and (d) collectively, the “**Copyrights**”); and

(e) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the IP Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the IP Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. First Lien Guarantee and 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 First Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the First Lien Guarantee and 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 Agreement and the First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, IP Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the First Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in 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, and shall become effective as provided in Section 7.04 of the First Lien Guarantee and Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

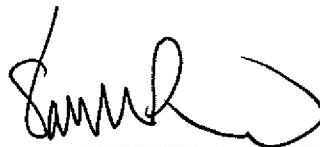
SECTION 7. Further Assurances. Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the IP Collateral.

SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

AmWINS Group, LLC, a Delaware limited liability company



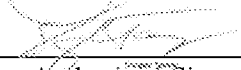
By: \_\_\_\_\_  
Name: Scott M. Purviance  
Title: Chief Operating Officer

*[Signature Page to First Lien IP Security Agreement]*

**TRADEMARK**  
**REEL: 007279 FRAME: 0579**

Acknowledged and Agreed by:

GOLDMAN SACHS LENDING PARTNERS LLC,  
as Collateral Agent

By:   
Authorized Signatory

**SCHEDULE I TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademark Registrations and Applications

<b>Country</b>	<b>Grantor</b>	<b>Trademark</b>	<b>App. No./ Reg. No.</b>	<b>App. Date/Reg. Date</b>	<b>Status</b>
United States	AmW/INS Group, LLC	<b>NUTRARISK</b>	90236423	10/5/2020	Registered
United States	AmW/INS Group, LLC	<b>WORLDWIDE MARINE</b>	5510223	7/3/2018	Registered
United States	AmW/INS Group, LLC	 <b>Worldwide Facilities, LLC</b>	5121830	1/7/2017	Registered
United States	AmW/INS Group, LLC	<b>WORLDWIDE FACILITIES</b>	3279933	8/14/2007	Registered
United States	AmW/INS Group, LLC	<b>SLOAN MASON INSURANCE SERVICES</b>	4712542	3/31/2015	Registered
United States	AmW/INS Group, LLC	<b>THE ART OF SPECIALTY INSURANCE</b>	4715795	4/7/2015	Registered
United States	AmW/INS Group, LLC	<b>CPA GOLD</b>	6118798	8/4/2020	Registered
United States	AmW/INS Group, LLC	<b>LAWGOLD</b>	6118799	8/4/2020	Registered
United States	AmW/INS Group, LLC	<b>ATTORNEYS' SELECT</b>	5313097	10/17/2017	Registered



United States	AmW/INS Group, LLC	<b>ADVISOR GOLD</b>	3677311	9/1/2009	Registered
United States	AmW/INS Group, LLC	<b>PRACTICE SHIELD</b>	4220806	10/9/2012	Registered
United States	AmW/INS Group, LLC	<b>SEER PROGRAM</b>	4207574	9/11/2012	Registered
United States	AmW/INS Group, LLC	<b>QUOTESTAR NITRO</b>	4788563	8/11/2015	Registered
United States	AmW/INS Group, LLC	<b>QUOTESTAR</b>	4788564	8/11/2015	Registered
United States	AmW/INS Group, LLC	<b>QUOTESTAR NITRO</b>	4788575	8/11/2015	Registered
United States	AmW/INS Group, LLC	<b>EDT</b>	5245947	7/18/2017	Registered
United States	AmW/INS Group, LLC	<b>RETIREE BENEFIT CHOICE</b>	5280524	9/5/2017	Registered
United States	AmW/INS Group, LLC	<b>YOUBENEFIT</b>	5330191	11/7/2017	Registered
United States	AmW/INS Group, LLC	<b>YOUBENEFIT</b>	5330192	11/7/2017	Registered
United States	AmW/INS Group, LLC	<b>AEU SAFETY SCORE</b>	5386747	1/23/2018	Registered
United States	AmW/INS Group, LLC	<b>DEALER POLLUTION ADVANTAGE</b>	5394930	2/6/2018	Registered
United States	AmW/INS Group, LLC	<b>AEU COMPASS</b>	5617511	11/27/2018	Registered
United States	AmW/INS Group, LLC	<b>THEPROPERTYINSURANCEEX CHANGE</b>	5621886	12/4/2018	Registered

United States	AmW/INS Group, LLC	<b>AEU SAFETY BENCHMARK</b>	5627937	12/11/2018	Registered
United States	AmW/INS Group, LLC	<b>PROPANEPRO</b>	5747611	5/7/2019	Registered
United States	AmW/INS Group, LLC	<b>LOOK</b>	5846940	8/27/2019	Registered
United States	AmW/INS Group, LLC	<b>LISI DIGIONE</b>	5997397	2/25/2020	Registered
United States	AmW/INS Group, LLC	<b>LONGSHORE INSIDER</b>	6264714	2/9/2021	Registered
United States	AmW/INS Group, LLC	<b>USEDGARGUARD</b>	5176732	04/04/2017	Registered

Copyrights Registrations and Applications

Country	Grantor	Copyright/Work	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	AmW/INS Group, LLC	CPAGold Accountant's Professional Liability Program / by Rickard Jorgensen.	TX00005795245	02/06/17	Registered
United States	AmW/INS Group, LLC	CPAGold- rate & rule and form filing	TXu002038540	02/01/17	Registered

TRADEMARK

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RECORDED: 05/04/2021