

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650817

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NFP Corp.		06/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ankura Trust Company, LLC		
<b>Street Address:</b>	140 Sherman Street, 4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4094882	PARTNERSFINANCIAL	
<b>Registration Number:</b>	4094884	NFP	
<b>Registration Number:</b>	4094885	NFP	
<b>Registration Number:</b>	4094886		
<b>Registration Number:</b>	4094887		
<b>Registration Number:</b>	4097432	NFP	
<b>Registration Number:</b>	4097433	NFP	
<b>Registration Number:</b>	4420178	BENEFITS PARTNERS	
<b>Registration Number:</b>	5362960		
<b>Registration Number:</b>	5362958	NFP	
<b>Registration Number:</b>	5362957	NFP	
<b>Registration Number:</b>	5362956	NFP	
<b>Registration Number:</b>	5362955	NFP	
<b>Registration Number:</b>	5362954		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		

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**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 06/01/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 1, 2021, by and among NFP Corp. ("Grantor") and Ankura Trust Company, LLC, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

### PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Security Agreement, dated as of June 1, 2021 (as it may be from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), in favor 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, 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 Property.

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 STATE OF NEW YORK.

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**NFP CORP.**

By:   
Name: Brett R. Schneider  
Title: Executive Vice President and  
Chief Financial Officer


Accepted and Agreed:






**ANKURA TRUST COMPANY, LLC,**  
as Collateral Agent

By:   
Name: Lisa Price  
Title: Managing Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

Trademark	Application No.	Registration No.	Owner
 PartnersFinancial  PARTNERSFINANCIAL	76705996	4094882	NFP Corp.
<b>NFP</b>  NFP	76705996	4094884	NFP Corp.
 NFP  NFP	76705998	4094885	NFP Corp.
	76705999	4094886	NFP Corp.
	76706000	4094887	NFP Corp.
<b>NFP</b>  NFP	76705997	4097432	NFP Corp.

 NFP  NFP	76706001	4097433	NFP Corp.
 Benefits Partners  BENEFITS PARTNERS	76712197	4420178	NFP Corp.
	87289482,	5362960	NFP Corp.
 NFP	87289476	5362958	NFP Corp.
NFP	87289461	5362957	NFP Corp.
NFP	87289453	5362956	NFP Corp.
NFP	87289436	5362955	NFP Corp.
	87289429	5362954	NFP Corp.