

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663119

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Broadscope Fund Administrators, LLC		07/27/2021	Limited Liability Company: DELAWARE
Atlantic Fund Administration, LLC		07/27/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	Gateway Village-900 Building, NC1-026-06-09 (MacLegal), 900 W Trade St.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4803897	ALTMFX	
<b>Registration Number:</b>	4392874	BROADSCOPE	
<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		
<b>Email:</b>	james.murray@wolterskluwer.com, ecarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	07/28/2021		
<b>Total Attachments: 6</b>			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 27, 2021 (this "Agreement"), among Broadscope Fund Administrators, LLC, and Atlantic Fund Administration, LLC (together, the "Grantors") and Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement, dated as of July 27, 2021 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Apex Structured Holdings, Ltd, a Bermuda limited company ("Holdings"), Apex Structured Intermediate Holdings Ltd., a Bermuda limited company (the "Company"), the Apex Group Treasury LLC, a Delaware limited liability company (the "US Borrower"), the lenders party thereto from time to time (the "Lenders") and Bank of America, N.A., as Administrative Agent, and (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among the US Borrower, the other grantors from time to time party thereto and Bank of America, N.A., as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the US Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantors are Affiliates of the US Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien 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 Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantors' right, title and interest in, to and under all of such Grantors' United States Trademarks, in each case, that constitute Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and

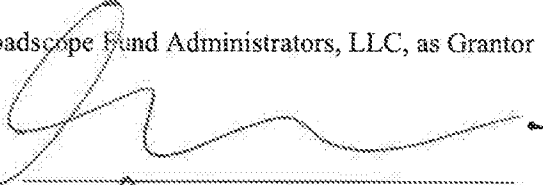
deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

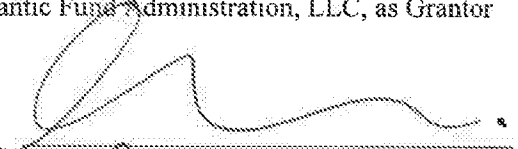
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Broadscope Fund Administrators, LLC, as Grantor

By:   
Name: GEORGES ARCHIBALD  
Title: MANAGER

Atlantic Fund Administration, LLC, as Grantor

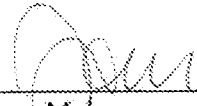
By:   
Name: GEORGES ARCHIBALD  
Title: MANAGER

BANK OF AMERICA, N.A., as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as Collateral Agent

By:   
Name: Joan Mok  
Title: Vice President

*{Second Lien Trademark Security Agreement}*

SCHEDULE I TRADEMARK COLLATERAL

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Atlantic Fund Administration, LLC	ALTMFX	86,517,066	4803897	September 1, 2015
Broadscope Fund Administrators, LLC	BROADSCOPE	85,420,042	4392874	August 27, 2013