

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669878

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|---|---------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900626558 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SOCIUS INSURANCE SERVICES, INC. | | 06/30/2021 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Madison Capital Funding LLC, as Agent | | |
| Street Address: | 227 West Monroe, Suite 5400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3429807 | SOCIUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774688 | | |
| <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> | | | |
| Phone: | (312)577-8416 | | |
| Email: | carole.dobbins@kattenlaw.com | | |
| Correspondent Name: | Carole Dobbins c/o Katten Muchin | | |
| Address Line 1: | 525 W. Monroe St. | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Carole Dobbins | | |
| SIGNATURE: | /Carole Dobbins/ | | |
| DATE SIGNED: | 08/24/2021 | | |
| Total Attachments: 4 | | | |
| source=Socius - Trademark Security Agreement (Executed) (002)#page1.tif | | | |
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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of June 30, 2021, by and among SOCIUS INSURANCE SERVICES, INC., a California corporation (the “*Grantor*”) and MADISON CAPITAL FUNDING LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and permitted assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 30, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, or anything herein to the contrary, no grant of any security interest shall be deemed to have been granted hereunder, or is granted hereunder, in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks shall terminate and the security interest in the Collateral shall be released upon the Facility Termination Date (as defined in the Credit Agreement). Upon the termination of this Notice of Grant of a Security Interest—Trademarks, the Administrative Agent shall execute all documents, make all filings, and take all actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Collateral granted herein.

This Notice of Grant of a Security Interest—Trademarks shall be governed by, and construed in accordance with, the law of the State of New York.

This Notice of Grant of a Security Interest—Trademarks may be executed in counterparts (and by different parties hereto in 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 Agreement by telecopy, or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—
Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth
above.

GRANTOR:

SOCIUS INSURANCE SERVICES, INC., a
California corporation

By: 
Name: Patrick Hanley
Title: President and Chief Executive Officer

[Signature Page to Notice of Grant of a Security Interest - Trademarks]

TRADEMARK
REEL: 007393 FRAME: 0445

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST - TRADEMARKS**

TRADEMARK REGISTRATIONS

| Grantor | Trademark | Registration Number | Registration Date |
|------------------------------------|---------------------------------------|----------------------------|--------------------------|
| Socius Insurance Services, Inc. | SOCIUS INSURANCE SERVICES, INC. | 3429807 | 5/20/08 |

TRADEMARK APPLICATIONS

None.