

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672836

<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>
SEAFAX, INC.		09/03/2021	Corporation: DELAWARE
ALLIANT INSURANCE SERVICES, INC.		09/03/2021	Corporation: CALIFORNIA
BRIDGEPOINT RISK MANAGEMENT, LLC		09/03/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5795202	LISTEN. ADVISE. EXCEED.	
<b>Registration Number:</b>	5689873	COMPASS	
<b>Registration Number:</b>	6180424	COMPASS GUIDANCE. FOCUS. RESULTS.	
<b>Registration Number:</b>	3917578	FOODONE	
<b>Registration Number:</b>	2360143	SEAFAX	
<b>Registration Number:</b>	1674522	SEAFAX	
<b>Registration Number:</b>	4090598	ONE SOURCE	
<b>Registration Number:</b>	6248765	V VERTUS MAKE THE BENEFIT DIFFERENCE	
<b>Registration Number:</b>	6248766	MAKE THE BENEFIT DIFFERENCE	
<b>Registration Number:</b>	6248767	VERTUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	2124553346		
<b>Email:</b>	jmull@stblaw.com		

CH \$265.00 5795202

**Correspondent Name:** Melanie Jolson  
**Address Line 1:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 065664/0007

**NAME OF SUBMITTER:** J. Jason Mull

**SIGNATURE:** /J. Jason Mull/

**DATE SIGNED:** 09/07/2021

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 3, 2021, is made by SEAFAX, INC., a Delaware corporation, ALLIANT INSURANCE SERVICES, INC., a California corporation, and BRIDGEPOINT RISK MANAGEMENT, LLC, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the “Agent”) in connection with that certain Credit Agreement, dated as of August 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Alliant Services, Inc. (f/k/a Alliant Holdings, Inc.), a California corporation (“Holdings”), Alliant Holdings Intermediate, LLC, a California limited liability company (the “Principal Borrower”), the Co-Borrowers from time to time parties thereto (together with the Principal Borrower, collectively, the “Borrowers” and each individually, a “Borrower”), the Lenders from time to time party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of August 14, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrowers, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with one or more Borrowers, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of a Grantor’s “intent to use” such trademarks or service marks

will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignment and assumption agreements, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ALLIANT INSURANCE SERVICES, INC., as a Grantor

By:   
Name: Ted C. Filley  
Title: Executive Vice President and Treasurer

BRIDGEPOINT RISK MANAGEMENT LLC, as a Grantor

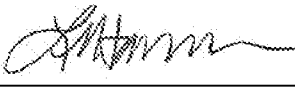
By:   
Name: Ted C. Filley  
Title: Executive Vice President and Treasurer

SEAFAX, INC., as a Grantor

By:   
Name: Ted C. Filley  
Title: Executive Vice President and Treasurer



MORGAN STANLEY SENIOR FUNDING, INC.,  
as the Agent

By:   
Name: Lisa Hanson  
Title: Vice President

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Owner</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LISTEN. ADVISE. EXCEED.	BRIDGEPOINT RISK MANAGEMENT, LLC	87665957	31-OCT-2017	5795202	02-JUL-2019
COMPASS	SEAFAX, INC.	88026819	05-JUL-2018	5689873	05-MAR-2019
COMPASS GUIDANCE. FOCUS. RESULTS.	SEAFAX, INC.	87017400	28-APR-2016	6180424	20-OCT-2020
FOODONE	SEAFAX, INC.	77690565	13-MAR- 2009	3917578	08-FEB-2011
SEAFAX	SEAFAX, INC.	75764762	30-JUL-1999	2360143	20-JUN-2000
SEAFAX	SEAFAX, INC.	74800253	30-AUG-1990	1674522	04-FEB-1992
ONE SOURCE	ALLIANT INSURANCE SERVICES, INC.	85342086	09-JUN-2011	4090598	24-JAN-2012
V VERTUS MAKE THE BENEFIT DIFFERENCE	ALLIANT INSURANCE SERVICES, INC.	88783903	04-FEB-2020	6248765	19-JAN-2021
MAKE THE BENEFIT DIFFERENCE	ALLIANT INSURANCE SERVICES, INC.	88783906	04-FEB-2020	6248766	19-JAN-2021
VERTUS	ALLIANT INSURANCE SERVICES, INC.	88783907	04-FEB-2020	6248767	19-JAN-2021