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ETAS ID: TM673486

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Grant of Security Interest in Trademark Rights

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
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

#### **RECEIVING PARTY DATA**

Name:	Wilmington Trust, National Association, as collateral agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		

#### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	5795202	LISTEN. ADVISE. EXCEED.
Registration Number:	5689873	COMPASS
Registration Number:	6180424	COMPASS GUIDANCE. FOCUS. RESULTS.
Registration Number:	3917578	FOODONE
Registration Number:	2360143	SEAFAX
Registration Number:	1674522	SEAFAX
Registration Number:	4090598	ONE SOURCE
Registration Number:	6248765	V VERTUS MAKE THE BENEFIT DIFFERENCE
Registration Number:	6248766	MAKE THE BENEFIT DIFFERENCE
Registration Number:	6248767	VERTUS

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP

REEL: 007417 FRAME: 0549

TRADEMARK

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	555 South Flower Street, Suite 2700 Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1185176-0011-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	09/09/2021		
Total Attachments: 5 source=Alliant - Sep 21 Joinders - TSA (Notes) [EXECUTED]#page1.tif source=Alliant - Sep 21 Joinders - TSA (Notes) [EXECUTED]#page2.tif source=Alliant - Sep 21 Joinders - TSA (Notes) [EXECUTED]#page3.tif source=Alliant - Sep 21 Joinders - TSA (Notes) [EXECUTED]#page4.tif source=Alliant - Sep 21 Joinders - TSA (Notes) [EXECUTED]#page5.tif			

TRADEMARK REEL: 007417 FRAME: 0550

# 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 Wilmington Trust, National Association, solely in its capacity as notes collateral agent (in such capacity, the "Agent") in connection with that certain Indenture, dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Alliant Holdings Intermediate, LLC, a California limited liability company (the "Issuer"), Alliant Holdings Co-Issuer, Inc., a California corporation (the "Co-Issuer", and together with the Issuer, the "Issuers"), Wilmington Trust, National Association, as trustee, and the Agent.

#### WITNESSETH:

WHEREAS, pursuant to the Indenture, the Issuers have issued 4.250% Senior Secured Notes due 2025 (the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, each Grantor and any Guarantors that become a party thereto have executed and delivered a Security Agreement, dated as of October 15, 2020 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 Holders to acquire their respective Notes under the Indenture, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. 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 Indenture 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 Secured Obligations; provided, that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each 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. <u>Purpose</u>. 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 Agent on behalf of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The

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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. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent and the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Indenture 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 shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.
- 5. <u>Counterparts</u>. 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.
- 6. <u>Governing Law</u>: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

AMERICAS 106871559

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized 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

Bv:

Name: Ted C. Filley

Title: Executive Vice President and Treasurer

WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Agent

By: Kaun Ferry
Name: Karen Ferry

Title: Vice President

# **SCHEDULE A**

# U.S. Trademark Registrations and Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
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

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**RECORDED: 09/09/2021** 

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