

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONE80 INTERMEDIARIES INC.		09/09/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as Agent		
Street Address:	100 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88787768	BIGFOOT INSURANCE	
Serial Number:	88787808	BIGFOOT INSURANCE	
Serial Number:	88627632	ONE80 INTERMEDIARIES	
Serial Number:	88615298	ONE80 INTERMEDIARIES	
Serial Number:	87072522	TINY IS THE NEXT BIG THING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	053644-0227 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	09/10/2021		

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Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of September 9, 2021, made by BROKERS' RISK PLACEMENT SERVICE, INC. an Illinois corporation, SAFEWARE, THE INSURANCE AGENCY INC., an Ohio corporation, CANNASURE INSURANCE SERVICES, LLC, an Ohio limited liability company, and ONE80 INTERMEDIARIES INC., an Ohio corporation (each, a "Grantor" and collectively, the "Grantors"), in favor of GOLUB CAPITAL MARKETS LLC, as administrative agent for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement), as applicable (in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 1, 2019 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among RSC Insurance Brokerage, Inc., a Delaware corporation, RSC Parent, Inc., a Delaware corporation (" Holding"), RSC Acquisition, Inc., a Delaware corporation (the "Parent Borrower"), the other Subsidiary Borrowers from time to time party thereto, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make the Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, Holding, the Parent Borrower and certain other Subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2019, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, 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 of such Grantor, except that no security interest is or will be granted pursuant to the Guarantee and Collateral Agreement or pursuant hereto in any right, title or interest of such Grantor under or in any Trademark Licenses with Persons other than Holding, a Subsidiary of Holding or any Borrower or an Affiliate of any of the foregoing for so long as, and to the extent that, the granting of such a security interest pursuant to the Guarantee and Collateral Agreement or pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. To the extent that there is any conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control in all respects. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 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 Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile and other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

BROKERS' RISK PLACEMENT SERVICE,
INC., as a Grantor

By: Sharon Edwards
Name: Sharon Edwards
Title: Treasurer and Chief Financial Officer

SAFEWARE, THE INSURANCE AGENCY
INC., as a Grantor

By: Sharon Edwards
Name: Sharon Edwards
Title: Treasurer and Chief Financial Officer

CANNASURE INSURANCE SERVICES, LLC,
as a Grantor

By: Sharon Edwards
Name: Sharon Edwards
Title: Treasurer and Chief Financial Officer

ONE80 INTERMEDIARIES INC., as a Grantor

By: Sharon Edwards
Name: Sharon Edwards
Title: Treasurer and Chief Financial Officer

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007418 FRAME: 0127

GOLUB CAPITAL MARKETS LLC,
as Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

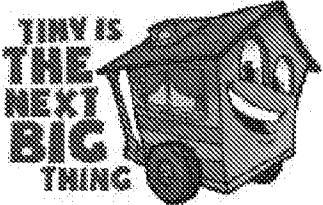
[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007418 FRAME: 0128

SCHEDULE I

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE SANDNER GROUP	U.S.	Brokers' Risk Placement Service, Inc.	86040030	4726091	4/28/2015
CONFERENCEGUARD	U.S.	Brokers' Risk Placement Service, Inc.	86175886	4705071	03/17/2015
 THE SANDNER GROUP	U.S.	Brokers' Risk Placement Service, Inc.	85465686	4556322	06/24/2014
BROKERS' RISK NAVIGATING ALTERNATIVE RISK	U.S.	Brokers' Risk Placement Service, Inc.	77389202	3747344	02/9/2010
	U.S.	Brokers' Risk Placement Service, Inc.	77475637	3803760	06/15/2010
 HINZ CLAIM MANAGEMENT, INC.	U.S.	Brokers' Risk Placement Service, Inc.	75348883	2334184	03/28/2000
HINZ PROFESSIONAL INSURANCE PROGRAM MANAGERS	U.S.	Brokers' Risk Placement Service, Inc.	75331953	2288434	10/26/1999
SAFEWARE	U.S.	Safeware, The Insurance Agency, Inc.	73411796	1306344	11/20/1984
DORM DEFENSE	U.S.	Safeware, The Insurance Agency, Inc.	88644457	6052382	05/12/2020

REVIVE GAMING PROTECTION	U.S.	Safeware, The Insurance Agency, Inc.	88579750	5950337	12/31/2019
LIFE PROOF APPLIANCE PROTECTION	U.S.	Safeware, The Insurance Agency, Inc.	88467815	5948867	12/31/2019
LIFE PROOF FURNITURE PROTECTION	U.S.	Safeware, The Insurance Agency, Inc.	88197033	5804269	07/16/2019
JAWS & CLAWS	U.S.	Safeware, The Insurance Agency, Inc.	86154199	4575597	07/29/2014
	U.S.	Cannasure Insurance Services, LLC	88346535	5918665	11/26/2019
	U.S.	Cannasure Insurance Services, LLC	88346555	5918666	11/26/2019
CANNASURE	U.S.	Cannasure Insurance Services, LLC	86546370	4930561	04/05/2016
Bigfoot Insurance	U.S.	One80 Intermediaries Inc.	88787768	6135714	08/25/2020
	U.S.	One80 Intermediaries Inc.	88787808	6135718	08/25/2020
	U.S.	One80 Intermediaries Inc.	88627632	6191229	11/03/2020

ONE80 INTERMEDIARIES	U.S.	One80 Intermediarie s Inc.	88615298	6191183	11/03/2020
	U.S.	One80 Intermediarie s Inc.	87072522	5282414	09/05/2017