

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675661

<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>
SageSure Insurance Managers LLC		09/20/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	20 Cabot Road		
<b>City:</b>	Medford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02155		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6480631	SAGESURE	
<b>Registration Number:</b>	6402113	SAGESURE	
<b>Serial Number:</b>	90240630	SAGESURE	
<b>Serial Number:</b>	90240640	MYSAGESURE	
<b>Serial Number:</b>	90240635	SAGESURE	
<b>Registration Number:</b>	5687032	SAGESURE INSURANCE MANAGERS	
<b>Registration Number:</b>	5662501	SAGESURE INSURANCE MANAGERS	
<b>Registration Number:</b>	5501137	SAGESURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<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>	404-581-8136		
<b>Email:</b>	mtydir@jonesday.com		
<b>Correspondent Name:</b>	Michael Tydir, Jones Day		
<b>Address Line 1:</b>	1221 Peachtree Street, NE		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30361		
<b>NAME OF SUBMITTER:</b>	Michael Tydir		

CH \$215.00 6480631

<b>SIGNATURE:</b>	/Michael Tydir/
<b>DATE SIGNED:</b>	09/21/2021
<b>Total Attachments: 5</b> source=Citizens_SageSure - Trademark Security Agreement (Executed)#page1.tif source=Citizens_SageSure - Trademark Security Agreement (Executed)#page2.tif source=Citizens_SageSure - Trademark Security Agreement (Executed)#page3.tif source=Citizens_SageSure - Trademark Security Agreement (Executed)#page4.tif source=Citizens_SageSure - Trademark Security Agreement (Executed)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2021 (as amended, restated, supplemented or otherwise modified, this "Agreement"), between SAGESURE INSURANCE MANAGERS LLC, a Florida limited liability company (the "Grantor") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of September 20, 2021, among SAGESURE HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of September 20, 2021, by and among the Loan Parties party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Loan Parties have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all its right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding anything to the contrary contained in clauses (a) through (e) above or otherwise set forth in this Agreement, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any United States intent to use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

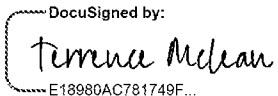
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

[Signature page follows]

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

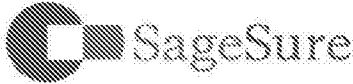

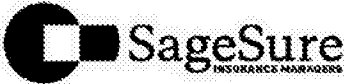
SAGESURE INSURANCE MANAGERS LLC

By:  \_\_\_\_\_  
Name: Terrence McLean  
Title: President & Chief Executive Officer

CITIZENS BANK, N.A., as Administrative Agent

By: Karmyn Paul  
Name: Karmyn Paul  
Title: Vice President

SCHEDULE I  
TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	App. Date
SAGESURE	6480631	9/7/2021	90240633	10/7/2020
SAGESURE	6402113	6/29/2021	90240641	10/7/2020
			90240630	10/7/2020
MYSAGESURE			90240640	10/7/2020
SAGESURE			90240635	10/7/2020
	5687032	2/26/2019	87610398	9/15/2017
	5662501	1/22/2019	87610389	9/15/2017
SAGESURE	5501137	6/26/2018	87610364	9/15/2017