

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insubuy, LLC	FORMERLY Insubuy, Inc.	11/01/2021	Limited Liability Company: TEXAS
Immihelp LLC		11/01/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation, as Collateral Agent
Street Address:	399 Park Ave., 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5626108	BROKERSNEXUS
Registration Number:	5615201	BROKERSNEXUS
Registration Number:	4127552	BUY AMERICAN INSURANCE.COM
Registration Number:	2932870	BUY AMERICAN INSURANCE.COM
Registration Number:	5550525	EXCHANGEGUARD
Registration Number:	2932871	INSU BUY
Registration Number:	4123832	INSUBUY
Registration Number:	4236960	INSUBUY
Registration Number:	3339155	INSUBUY
Registration Number:	6155215	OMNISECURE
Registration Number:	5645203	PROTECTFLEX
Registration Number:	4870528	SAME PRICE. BETTER SERVICE.
Registration Number:	5580857	
Registration Number:	3339132	
Registration Number:	3557411	IMMIHELP
Registration Number:	3434594	IMMIHELP
Registration Number:	4328105	I

CH \$515.00 5626108

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4171038	IMMIHELP
Registration Number:	3052819	IMMIHELP
Serial Number:	88891474	STUDENTSHIELD

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 56013.039

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 11/01/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 1, 2021 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of OWL ROCK CAPITAL CORPORATION ("Owl Rock"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PCF INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), PETER C. FOY & ASSOCIATES INSURANCE SERVICES, LLC, a Delaware limited liability company (the "Borrower"), the subsidiary guarantors from time to time party thereto by execution of this Agreement or otherwise by execution of a Joinder Agreement (together with Holdings, collectively the "Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of Owl Rock, for the benefit of the Secured Parties in its capacity as collateral agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor's use of any of the foregoing;

(c) Goodwill associated therewith;

- (d) continuations, extensions and renewals thereof and amendments thereto;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;
- (f) rights corresponding thereto throughout the world;
- (g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and
- (h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Subject to Section 10.3 of the Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Subject to Section 10.3 of the Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the

provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


PLEDGORS

INSUBUY, LLC

By: 

Name: Peter C. Foy
Title: Chief Executive Officer

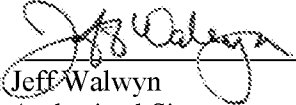
IMMIHELP LLC

By: 

Name: Peter C. Foy
Title: Chief Executive Officer

Accepted and Agreed:

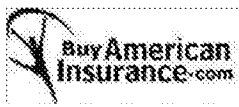
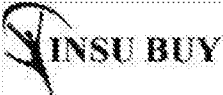
OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Jeff Walwyn
Title: Authorized Signatory




SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Application No.	Application Date	Registration No.	Registration Date	Current Owner of Record ¹
 BrokersNexus	87847729	03/23/2018	5626108	12/11/2018	Insubuy, LLC
BROKERSNEXUS	87847692	03/23/2018	5615201	11/27/2018	Insubuy, LLC
BUY AMERICAN INSURANCE.COM	85055361	06/04/2010	4127552	04/17/2012	Insubuy, LLC
 Buy American Insurance.com	78303240	09/21/2003	2932870	03/15/2005	Insubuy, LLC
EXCHANGEGUARD	87770328	01/25/2018	5550525	08/28/2018	Insubuy, LLC
 INSUBUY	78303243	09/21/2003	2932871	03/15/2005	Insubuy, LLC
INSUBUY	85055580	06/05/2010	4123832	04/10/2012	Insubuy, LLC
INSUBUY	85569129	03/14/2012	4236960	11/06/2012	Insubuy, LLC
INSUBUY	77153560	04/10/2007	3339155	11/20/2007	Insubuy, LLC

¹ Trademarks held by INSUBUY, INC. are in the process of being updated to reflect INSUBUY, LLC as its Owner of Record with the United States Patent and Trademark Office.

Trademark	Application No.	Application Date	Registration No.	Registration Date	Current Owner of Record ¹
OMNISECURE	88709635	11/27/2019	6155215	09/15/2020	Insubuy, LLC
PROTECTFLEX	87770568	01/25/2018	5645203	01/01/2019	Insubuy, LLC
SAME PRICE BETTER SERVICE	86623738	05/08/2015	4870528	12/15/2015	Insubuy, LLC
	87876489	04/13/2018	5580857	10/09/2018	Insubuy, LLC
	77148483	04/04/2007	3339132	11/20/2007	Insubuy, LLC
IMMIHELP	77491684	06/05/2008	3557411	01/06/2009	Immihelp LLC
IMMIHELP	77232483	07/18/2007	3434594	05/27/2008	Immihelp LLC
	85723458	09/07/2012	4328105	04/30/2013	Immihelp LLC
IMMIHELP	85466061	11/07/2011	4171038	07/10/2012	Immihelp LLC
IMMIHELP	76629555	01/27/2005	3052819	01/31/2006	Immihelp LLC

United States Trademark Applications:

Trademark	Application No.	Application Date	Current Owner of Record
STUDENTSHIELD	88891474	04/28/2020	Insubuy, LLC