# CH \$415.00 42963

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM685464

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insurity LLC		11/03/2021	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		

### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4296336	INSURITY
Registration Number:	3045064	TROPICS
Registration Number:	3852900	INSURERIGHT
Registration Number:	4032410	CLAIMSRIGHT
Registration Number:	4157177	VALEN
Registration Number:	4458147	VALEN ANALYTICS
Registration Number:	3784606	SPATIALKEY
Registration Number:	5338176	SPATIALKEY
Registration Number:	5733605	INSTEC
Registration Number:	5733607	INSTEC
Registration Number:	5733603	INSTEC
Registration Number:	5882332	INSTEC
Registration Number:	5882333	INSTEC
Registration Number:	5882334	INSTEC
Registration Number:	1974185	QUICKSOLVER
Serial Number:	90777961	SURE BY INSURITY

### 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:	11668.538	
NAME OF SUBMITTER:	Christine Slattery	
SIGNATURE:	/Christine Slattery/	
DATE SIGNED:	11/03/2021	

### **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of November 3, 2021, by and among Insurity LLC, a Delaware limited liability company ("<u>Grantor</u>") and ARES CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

### PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of November 3, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral 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, physical delivery thereof 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.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

**INSURITY LLC** 

Name: Chris Lafond

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ARES CAPITAL CORPORATION,

as Collateral Agent

By:

Name: Scott Lem

Title: Authorized Signatory

# $\frac{\text{SCHEDULE I}}{\text{to}}$ $\frac{\text{to}}{\text{TRADEMARK SECURITY AGREEMENT}}$

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Grantor
INSURITY	85/468801	4296336	Insurity LLC
TROPICS and Design	78/440821	3045064	Insurity LLC
INSURERIGHT	77/927809	3852900	Insurity LLC
CLAIMSRIGHT	85/028663	4032410	Insurity LLC
VALEN	85/434097	4157177	Insurity LLC
VALEN ANALYTICS	85/901342	4458147	Insurity LLC
SPATIALKEY	77/835108	3784606	Insurity LLC
SPATIALKEY (design plus words)	87/194089	5338176	Insurity LLC
INSTEC	88/122215	5733605	Insurity LLC
INSTEC	88/122239	5733607	Insurity LLC
INSTEC	88/122163	5733603	Insurity LLC
INSTEC	88/135017	5882332	Insurity LLC
INSTEC	88/135032	5882333	Insurity LLC
INSTEC	88/135052	5882334	Insurity LLC
QUICKSOLVER	74/526609	1974185	Insurity LLC
SURE BY INSURITY	90/777961	n/a	Insurity LLC

**RECORDED: 11/03/2021**