

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Group Services, LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4931897	COMPLIANCE FOR U	
Registration Number:	4931896	TRANSITIONS FOR U	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0173		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	11/29/2021		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Spring Consulting Group, an Alera Group Company, LLC, a Delaware limited liability company, AGM Benefits, an Alera Group Agency, LLC, a Delaware limited liability company, Direct Benefits, an Alera Group Agency, LLC, a Delaware limited liability company, Alera Group, Inc., a Delaware corporation, AMCORP, an Alera Group Agency, LLC, a Delaware limited liability company, AIA American Insurance Administrators, LLC, a Delaware limited liability company, Banasky, an Alera Insurance Agency, LLC, a Delaware limited liability company, Barkley, an Alera Insurance Agency, LLC, a Delaware limited liability company, Benefit Plan Strategies, an Alera Group Agency, LLC, an Oklahoma limited liability company, Comprehensive Benefit Administrators, an Alera Group Agency, LLC, a Delaware limited liability company, GCG Risk Management Consultants, LLC, an Illinois limited liability company, HP Planning, LLC, a Connecticut limited liability company, Group Services, LLC, a Delaware limited liability company, Orion Risk Management Insurance Services, an Alera Group Agency, LLC, a Delaware limited liability company, Robert G. Relph Agency, Inc., a New York corporation, Morris and Boyle, an Alera Insurance Agency, LLC, a Delaware limited liability company and Propel Insurance Agency, LLC, a Washington limited liability company (each, a “Grantor”) in favor of Ares Capital Corporation, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is hereby made to that certain Pledge and Security Agreement, dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all Patents listed on Schedule I hereto;
- (c) all rights to sue or otherwise recover for past, present and future infringements, dilutions, misappropriations, or other violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (d) all income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements, dilutions, misappropriations, or other violations; and

(e) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset; provided that, for the avoidance of doubt, any proceeds or receivables arising out of any Excluded Asset shall not constitute an Excluded Asset and shall be included within the Collateral unless such proceeds or receivables separately constitute an Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP 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.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 or Section 9.22 of the Credit Agreement, as applicable.

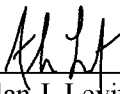
(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that such Grantor shall reasonably request (such release documentation to be in a form reasonably satisfactory to such Grantor) to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party (other than as to the Agent's authority to execute and deliver such documents). Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. Counterparts. This Agreement may be executed in 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 of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.



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AGM BENEFITS, AN ALERA GROUP AGENCY,
LLC
DIRECT BENEFITS, AN ALERA GROUP AGENCY,
LLC
ALERA GROUP, INC.
AMCORP, AN ALERA GROUP AGENCY, LLC
AIA AMERICAN INSURANCE ADMINISTRATORS,
LLC
BANASKY, AN ALERA INSURANCE AGENCY,
LLC
BARKLEY, AN ALERA INSURANCE AGENCY,
LLC
BENEFIT PLAN STRATEGIES, AN ALERA GROUP
AGENCY, LLC
COMPREHENSIVE BENEFIT ADMINISTRATORS,
AN ALERA GROUP AGENCY, LLC
PROPEL INSURANCE AGENCY, LLC
GCG RISK MANAGEMENT CONSULTANTS, LLC
GROUP SERVICES, LLC
HP PLANNING, LLC
MORRIS AND BOYLE, AN ALERA INSURANCE
AGENCY, LLC
ORION RISK MANAGEMENT INSURANCE
SERVICES, AN ALERA GROUP AGENCY, LLC
ROBERT G. RELPH AGENCY, INC.
SPRING CONSULTING GROUP, AN ALERA
GROUP COMPANY, LLC

By: 
Name: Alan J. Levitz
Title: Chief Executive Officer

SCHEDULE I

U.S. Trademark Registrations:

	Alera Agency Owner/Purchaser	Mark	Registration Number	Registration Date
1.	Alera Group, Inc.	A Design	5,257,921	8/1/2017
2.	Alera Group, Inc.	ALERA	5,257,918	8/1/2017
3.	Alera Group, Inc.	ALERA GROUP	5,257,917	8/1/2017
4.	AMCORP, an Alera Group Agency, LLC	AMCORP	2,774,759	10/21/2003
5.	AIA American Insurance Administrators, LLC	LEADHEALTH	4,886,870	1/12/2016
6.	Banasky, an Alera Insurance Agency, LLC ¹	FRINGE BENEFIT ANALYSTS	3,150,505	10/3/2006
7.	Banasky, an Alera Insurance Agency, LLC ²	Fringe Benefit Design 	3,081,870	4/18/2006
8.	Barkley, an Alera Insurance Agency, LLC	ALTITUDE RISK METHOD	5,942,814	12/24/2019
9.	Barkley, an Alera Insurance Agency, LLC	ELEVATING THE METHOD	5,942,819	12/24/2019
10.	Benefit Plan Strategies, an Alera Group Agency, LLC ³	BP STRATEGIES SOLUTIONS FOR BUSINESS. PEOPLE. (Stylized) (Color) 	5,457,060	5/1/2018
11.	Comprehensive Benefit	COMPREHENSIVE BENEFIT ADMINISTRATORS	5,358,139	12/19/2017

¹ Trademark is being assigned to the correct agency, from Fringe Benefit Analysts LLC to Banasky, an Alera Insurance Agency, LLC.

² Trademark is being assigned to the correct agency, from Fringe Benefit Analysts LLC to Banasky, an Alera Insurance Agency, LLC.

³ Trademark is being assigned to the correct agency, from Catamount Companies, Inc. to Benefit Plan Strategies, an Alera Group Agency, LLC.

	Alera Agency Owner/Purchaser	Mark	Registration Number	Registration Date
	Administrators, an Alera Group Agency, LLC ⁴			
12.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ⁵	H-CAP	6,039,662	4/28/2020
13.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ⁶	HEALTH CLAIMS AVOIDANCE PROGRAM	6,009,771	3/10/2020
14.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ⁷	PARTICIPATING FUNDING ARRANGEMENT	5,482,865	5/29/2018
15.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ⁸	PARTNERS BENEFIT GROUP: YOUR PARTNER IN EMPLOYEE BENEFITS	5,372,966	1/9/2018
16.	Comprehensive Benefit Administrators, an	REIMBURSEMENT SPECIALISTS	5,313,977	10/17/2017

⁴ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

⁵ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

⁶ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

⁷ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

⁸ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

	Alera Agency Owner/Purchaser	Mark	Registration Number	Registration Date
	Alera Group Agency, LLC ⁹			
17.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ¹⁰	REIMBURSEMENT SPECIALISTS, INC.	5,326,073	10/31/2017
18.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ¹¹	ROI BASED HEALTHCARE ADMINISTRATION	5,445,224	4/10/2018
19.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ¹²	THREE COMPANIES. ONE FOCUS. YOU.	5,353,573	12/12/2017
20.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ¹³	YOUR RX SAVER	5,765,936	5/28/2019
21.	Comprehensive Benefit Administrators, an Alera Group Agency, LLC ¹⁴	THE CBA WAY	5,644,093	1/1/2019

⁹ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

¹⁰ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

¹¹ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

¹² Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

¹³ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

¹⁴ Trademark is being assigned to the correct agency, from Comprehensive Benefit Administrators, Inc. to Comprehensive Benefit Administrators, an Alera Group Agency, LLC.

	Alera Agency Owner/Purchaser	Mark	Registration Number	Registration Date
22.	Direct Benefits, an Alera Group Agency, LLC ¹⁵	SPIRIT DENTAL	2,985,196	8/16/2005
23.	Direct Benefits, an Alera Group Agency, LLC ¹⁶	SPIRIT VISION	3,363,026	1/1/2008
24.	Direct Benefits, an Alera Group Agency, LLC ¹⁷	DENALI DENTAL	2,928,899	3/1/2005
25.	Direct Benefits, an Alera Group Agency, LLC ¹⁸	DENALI VISION	3,311,382	10/16/2007
26.	Direct Benefits, an Alera Group Agency, LLC ¹⁹	DIRECT BENEFITS	5,528,473	7/31/2018
27.	GCG Risk Management Consultants, LLC ²⁰	AUDIT RATE	1,159,401	6/30/1981
28.	HP Planning, LLC ²¹	BROAD REACH BENEFITS	3,019,500	11/29/2005
29.	HP Planning, LLC ²²	REAL PEOPLE REAL RELATIONSHIPS UNREAL RESULTS	5,227,917	6/20/2017

¹⁵ Trademark is being assigned to the correct agency, from Direct Benefits, Inc. to Direct Benefits, an Alera Group Agency, LLC.

¹⁶ Trademark is being assigned to the correct agency, from Direct Benefits, Inc. to Direct Benefits, an Alera Group Agency, LLC.

¹⁷ Trademark is being assigned to the correct agency, from Direct Benefits, Inc. to Direct Benefits, an Alera Group Agency, LLC.


¹⁸ Trademark is being assigned to the correct agency, from Direct Benefits, Inc. to Direct Benefits, an Alera Group Agency, LLC.

¹⁹ Trademark is being assigned to the correct agency, from Direct Benefits, Inc. to Direct Benefits, an Alera Group Agency, LLC.

²⁰ Trademark ownership transfer to GCG Risk Management Consultants, LLC from GCG Financial, LLC is in progress.

²¹ Trademark is being assigned to the correct agency, from Broad Reach Benefits, Inc. to HP Planning, LLC.

²² Assignment is being assigned to the correct agency, from Broad Reach Benefits, Inc. to HP Planning, LLC.

	Alera Agency Owner/Purchaser	Mark	Registration Number	Registration Date
30.	Group Services, LLC ²³	COMPLIANCE FOR U	4,931,897	4/5/2016
31.	Group Services, LLC ²⁴	TRANSITIONS FOR U	4,931,896	4/5/2016
32.	Orion Risk Management Insurance Services, an Alera Group Agency, LLC ²⁵	ORION RISK MANAGEMENT & Design (Stylized) 	5,280,024	9/5/2017
33.	Robert G. Relph Agency, Inc.	LEAD2HEALTH	3,816,010	7/13/2010
34.	Robert G. Relph Agency, Inc.	RELPH BENEFIT ADVISORS	4,095,668	2/7/2012
35.	Morris and Boyle, an Alera Insurance Agency, LLC ²⁶	THE WISDOM OF WE	6,249,808	1/19/2021
36.	Spring Consulting Group, an Alera Group Company, LLC ²⁷	GARDEN	5,477,079	5/22/2018
37.	Propel Insurance Agency, LLC	CYBERSMART	4,679,044	1/27/15
38.	Propel Insurance Agency, LLC	COMP360	4,120,514	4/3/12
39.	Propel Insurance Agency, LLC	PROPEL INSURANCE	3,613,486	4/28/09

²³ Trademark is being assigned to the correct agency, from K. B. Group Services, Inc. to Group Services, LLC.

²⁴ Trademark is being assigned to the correct agency, from K. B. Group Services, Inc. to Group Services, LLC.

²⁵ Trademark is being assigned to the correct agency, from Orion Risk Management Insurance Services, Inc. to Orion Risk Management Insurance Services, an Alera Group Insurance Agency, LLC.

²⁶ Trademark is being assigned to the correct agency, from Sitzmann Morris and Boyle Insurance Agency, LLC to Morris and Boyle, an Alera Insurance Agency, LLC.

²⁷ Trademark is being assigned to the correct agency, from Spring Consulting Group, LLC to Spring Consulting Group, an Alera Group Company, LLC.

Applied for U.S. Trademark Registrations:

None.

Issued U.S. Patents:

	Registered Owner	Title	Patent Number	Issue Date
1.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 7,761,352	7/20/2010
1.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 8,060,384	11/15/2011
2.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 8,060,387	11/15/2011
3.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 8,145,510	3/27/2012
4.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 8,275,684	9/25/2012
5.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 8,340,987	12/25/2012
6.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 8,340,988	12/25/2012
7.	Spring Consulting Group, an Alera Group company, LLC	Program for alternative funding of employee and retiree benefits	U.S. Patent No. 8,676,686	3/28/2014

Applied for U.S. Patents:

None.