

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUB INTERNATIONAL CANADA WEST ULC		11/30/2021	Unlimited Liability Company: BRITISH COLUMBIA
ISR MARINE INSURANCE SERVICES, LLC		11/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1300 THAMES ST.		
Internal Address:	THAMES STREET WHARF, FL. 4		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6160463	TELEWEALTH	
Registration Number:	6357000	TRUSTED CAPITAL GROUP	
Registration Number:	5958744	FINPATH	
Registration Number:	5877857	HUB	
Registration Number:	2440733	ISR INTERNATIONAL SPECIAL RISKS, INC.	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$140.00 6160463

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/30/2021
Total Attachments: 7 source=10. Hub - Supplemental IP Security Agreement#page1.tif source=10. Hub - Supplemental IP Security Agreement#page2.tif source=10. Hub - Supplemental IP Security Agreement#page3.tif source=10. Hub - Supplemental IP Security Agreement#page4.tif source=10. Hub - Supplemental IP Security Agreement#page5.tif source=10. Hub - Supplemental IP Security Agreement#page6.tif source=10. Hub - Supplemental IP Security Agreement#page7.tif	

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of November 30, 2021, among the Persons listed on the signature pages hereof (the “Grantors”), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the U.S. Security Agreement, dated as of April 25, 2018 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “U.S. Security Agreement”) among **HOCKEY INTERMEDIATE INC.**, a Delaware corporation (“Holdings”), **HUB INTERNATIONAL LIMITED**, a Delaware corporation (the “U.S. Borrower”), each of the subsidiaries of the U.S. Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a “U.S. Subsidiary Grantor” and, collectively, the “U.S. Subsidiary Grantors”; and, together with Holdings and the U.S. Borrower, collectively, the “U.S. Grantors”) and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the U.S. Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the U.S. Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “Collateral”):

- (i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth in Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- (iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and
- (iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that

constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the First Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the U.S. Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the U.S. Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the U.S. Borrower at the U.S. Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the U.S. Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

HUB INTERNATIONAL CANADA WEST ULC

By: 
Name: Robert Sajdak
Title: Vice President

ISR MARINE INSURANCE SERVICES, LLC

By: _____
Name: John Albright
Title: Vice President and Secretary

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

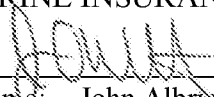
By: _____
Name:
Title:

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HUB INTERNATIONAL CANADA WEST ULC

By: _____
Name: Robert Sajdak
Title: Vice President

ISR MARINE INSURANCE SERVICES, LLC

By:  _____
Name: John Albright
Title: Vice President and Secretary

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____

Name: Ethan Plater

Title: Authorized Signatory

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007510 FRAME: 0231

SCHEDULE A TO THE
U.S. INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Hub International Canada West ULC	TELEWEALTH	88824344 03/06/2020	6160463 09/22/2020
2.	Hub International Canada West ULC	TRUSTED CAPITAL GROUP	88713712 12/03/2019	6357000 05/18/2021
3.	Hub International Canada West ULC	FINPATH	88166897 10/24/2018	5958744 01/14/2020
4.	Hub International Canada West ULC	HUB	88121472 09/18/2018	5877857 10/08/2019
5.	ISR Marine Insurance Services, LLC	ISR INTERNATIONAL SPECIAL RISKS, INC.	75926775 02/23/2000	2440733 04/03/2001