

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM691785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEPOSIT CHOICE, LLC		12/01/2021	Limited Liability Company: ILLINOIS
CATALYTIC RISK MANAGERS & INSURANCE AGENCY, LLC		12/01/2021	Limited Liability Company: CALIFORNIA
NATIONSBUILDERS INSURANCE SERVICES, INC.		12/01/2021	Corporation: DELAWARE
ALIGN GENERAL INSURANCE AGENCY, LLC		12/01/2021	Limited Liability Company: CALIFORNIA
NBIS CONSTRUCTION & TRANSPORT INSURANCE SERVICES, INC.		12/01/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1300 THAMES STREET
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5007243	DEPOSIT CHOICE
Registration Number:	4775801	CATALYTIC
Registration Number:	4698110	NBIS
Registration Number:	3085851	ALIGN
Serial Number:	90397503	RISK MANAGEMENT. EXPERIENCE THE DIFFEREN
Serial Number:	90337436	NBIS
Serial Number:	90337543	
Serial Number:	90337583	RMSS
Serial Number:	90337611	RISK MANAGEMENT SUPPORT SYSTEM

CH \$240.00 5007243

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** 2124553605**Email:** ksolomon@stblaw.com**Correspondent Name:** GENEVIEVE DORMENT, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017**ATTORNEY DOCKET NUMBER:** 065660/0608**NAME OF SUBMITTER:** GENEVIEVE DORMENT**SIGNATURE:** /GD/**DATE SIGNED:** 12/01/2021**Total Attachments: 5**

source=Project Padre - Howden - First Lien Trademark Security Agreement (AFH Joinder) Executed (003)#page1.tif

source=Project Padre - Howden - First Lien Trademark Security Agreement (AFH Joinder) Executed (003)#page2.tif

source=Project Padre - Howden - First Lien Trademark Security Agreement (AFH Joinder) Executed (003)#page3.tif

source=Project Padre - Howden - First Lien Trademark Security Agreement (AFH Joinder) Executed (003)#page4.tif

source=Project Padre - Howden - First Lien Trademark Security Agreement (AFH Joinder) Executed (003)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2021 (this “*Agreement*”), is entered into among DEPOSIT CHOICE, LLC, a Illinois limited liability company, located at 350 10th Ave Ste. 1450, San Diego, 92101, CATALYTIC RISK MANAGERS & INSURANCE AGENCY, LLC, a California limited liability company, located at 350 10th Ave Ste. 1450, San Diego, 92101, NATIONSBUILDERS INSURANCE SERVICES, INC., a Delaware corporation, located at 350 10th Ave Ste. 1450, San Diego, 92101, ALIGN GENERAL INSURANCE AGENCY, LLC, a California limited liability company, located at 350 10th Ave Ste. 1450, San Diego, 92101, NBIS CONSTRUCTION & TRANSPORT INSURANCE SERVICES, INC., a California corporation, located at 350 10th Ave Ste. 1450, San Diego, 92101 (each a “*Grantor*” and collectively the “*Grantors*”), and MORGAN STANLEY SENIOR FUNDING, INC. (“*MS*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the U.S. Collateral Agreement dated as of April 29, 2015 (as amended, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among the Grantors from time to time party thereto and the Collateral Agent and (b) the Amended and Restated Credit Agreement, dated as of December 20, 2017 (as amended by that certain First Amendment, dated as of June 20, 2018, that certain Second Amendment, dated as of December 7, 2018, that certain Third Amendment, dated as of March 29, 2019, that certain Fourth Amendment, dated as of December 10, 2019, that certain Fifth Amendment, dated as of November 12, 2020, that certain Sixth Amendment, dated as of January 25, 2021, that certain Seventh Amendment, dated as of February 10, 2021, that certain Amendment No. 8, dated as of October 1, 2021 and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), by and among Hyperion Refinance S.à r.l, a private limited liability company (*société à responsabilité limitée*), incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered address at 12C rue Guillaume J.Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register under number RCS B192810, Howden Group Holdings Limited (f/k/a Hyperion Insurance Group Limited), a company organized under the laws of England and Wales, HIG Finance 2 Limited, a company organized under the laws of England and Wales, the lenders from time to time party thereto and MS, in such capacities as administrative agent and collateral agent for the Lenders.

The Lenders have agreed to extend credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Company, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver the Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Collateral Agreement, the Grantors are required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors hereby pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all

right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantors or in which such Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) the United States Trademark applications and registrations, as applicable, of such Grantors listed on Schedule I attached hereto (but excluding any Trademark applications filed in the United States Patent and Trademark Office (or similar governmental authority) on the basis of the applicable Grantor’s “intent-to-use” such Trademark prior to the filing with and acceptance by the United States Patent and Trademark Office (or similar governmental authority) of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, the grant of a security interest therein could impair the validity or enforceability of such intent-to-use Trademark application (or any Trademark registration therefrom) under Applicable Law);
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner of Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Collateral Agreement as its term is set forth therein.

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, and shall become effective as provided in Section 6.04 of the Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

**ALIGN GENERAL INSURANCE AGENCY, LLC,
CATALYTIC RISK MANAGERS & INSURANCE AGENCY, LLC,
DEPOSIT CHOICE, LLC,
NATIONSBUILDERS INSURANCE SERVICES, INC.,
NBIS CONSTRUCTION & TRANSPORT INSURANCE SERVICES, INC.,**
each, as a Grantor

DocuSigned by:

Michelle Roccoforte

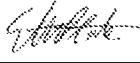
By:

Name: Michelle Roccoforte

Title: Chief Financial Officer

Acknowledged and Agreed by:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____

Name: Ethan Plater
Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]