

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM692339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN 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: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Bank: UNITED STATES		
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	
CORRESPONDENCE DATA			
Fax Number:			

OP \$240.00 5007243

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1544582 TM
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	12/03/2021

Total Attachments: 5
source=NYO1-#2002410299-v1 Project Padre - Howden - Second Lien Trademark Security Agreement (AFH Joinder) [Executed]#page3.tif
source=NYO1-#2002410299-v1 Project Padre - Howden - Second Lien Trademark Security Agreement (AFH Joinder) [Executed]#page4.tif
source=NYO1-#2002410299-v1 Project Padre - Howden - Second Lien Trademark Security Agreement (AFH Joinder) [Executed]#page5.tif
source=NYO1-#2002410299-v1 Project Padre - Howden - Second Lien Trademark Security Agreement (AFH Joinder) [Executed]#page6.tif
source=NYO1-#2002410299-v1 Project Padre - Howden - Second Lien Trademark Security Agreement (AFH Joinder) [Executed]#page7.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN 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 WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Second Lien U.S. Collateral Agreement dated as of October 1, 2021 (as amended, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among VK Underwriters, Dual Commercial, Dual North America, the Additional Grantors from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement, dated as of October 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Lenders from time to time party thereto, the Administrative Agent and the Collateral Agent.

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.

SECTION 8. Wilmington Trust, National Association is acting under this Agreement in its sole capacity as a Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted under the Credit Agreement, as if such rights privileges and immunities were set forth herein.

[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:

By: _____
Name: Michelle Roccoforte
Title: Chief Financial Officer

Acknowledged and Agreed by:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

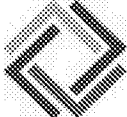
By:  _____

Name: Andrew Lennon


Title: Assistant Vice President

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Grantor	Mark	Registration Number	Registration Date
Deposit Choice, LLC	DEPOSIT CHOICE	5007243	7/26/2016
Catalytic Risk Managers & Insurance Agency, LLC	CATALYTIC	4775801	7/21/2015
NationsBuilders Insurance Services, Inc.	 NBIS	4698110	3/10/2015
Align General Insurance Agency, LLC	ALIGN	3085851	4/25/2006

Trademark Applications

Grantor	Title	Application Number	Application Date
NBIS Construction & Transport Insurance Services, Inc.	RISK MANAGEMENT. EXPERIENCE THE DIFFERENCE.	90397503	12/21/2020
NBIS Construction & Transport Insurance Services, Inc.	NBIS	90337436	11/23/2020
NBIS Construction & Transport Insurance Services, Inc.		90337543	11/23/2020
NBIS Construction & Transport Insurance Services, Inc.	RMSS	90337583	11/23/2020
NBIS Construction & Transport Insurance Services, Inc.	RISK MANAGEMENT SUPPORT SYSTEM	90337611	11/23/2020