

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightway Insurance, LLC		12/16/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10067		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4023007	BRIGHTWAY INSURANCE	
Registration Number:	4029015	BRIGHTWAY INSURANCE	
Registration Number:	4061572	MORE THAN COVERAGE. CONFIDENCE.	
Registration Number:	4050914	THE INSURANCE AGENCY REINVENTED	
Registration Number:	4253867	BRIGHTWAY INSURANCE	
Registration Number:	4684422	THE INSURANCE AGENCY REINVENTED AROUND Y	
Registration Number:	5107663		
Registration Number:	5022067	BRIGHTWAYBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058516-0110		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$215.00 4023007

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	12/16/2021
Total Attachments: 10 source=Sunrise - Trademark Security Agreement Executed#page1.tif source=Sunrise - Trademark Security Agreement Executed#page2.tif source=Sunrise - Trademark Security Agreement Executed#page3.tif source=Sunrise - Trademark Security Agreement Executed#page4.tif source=Sunrise - Trademark Security Agreement Executed#page5.tif source=Sunrise - Trademark Security Agreement Executed#page6.tif source=Sunrise - Trademark Security Agreement Executed#page7.tif source=Sunrise - Trademark Security Agreement Executed#page8.tif source=Sunrise - Trademark Security Agreement Executed#page9.tif source=Sunrise - Trademark Security Agreement Executed#page10.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 16, 2021 (this “**Agreement**”) among Brightway Insurance LLC, a Florida limited liability company, First City Insurers, LLC, a Florida limited liability company (each of the foregoing, a “**Grantor**”), and Owl Rock Capital Corporation (“**ORCC**”), in its capacities as administrative agent and collateral agent for the Secured Parties (together with its successors and assigns, in such capacities, the “**Agent**”).

Reference is made to that certain Pledge and Security Agreement, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to Brightway Holdings, LLC, a Delaware limited liability company (the “**Initial Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among, BWI Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Initial Borrower, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and Owl Rock Capital Corporation, in its capacities as an Issuing Bank, the Swingline Lender and as administrative agent and collateral agent for the Secured Parties (in such capacities as administrative and collateral agent, together with its successors and assigns, the “**Administrative Agent**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

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, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

all Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;

all renewals of any of the foregoing;

all goodwill of the business connected with the use of and symbolized by any of the foregoing;

all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;

all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

all rights corresponding to any of the foregoing; and

to the extent not covered above, all Proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (G) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

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 Trademark 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.

4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

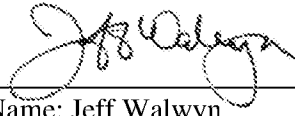
BRIGHTWAY INSURANCE, LLC,
as a Grantor

By: Michael Miller
Name: Michael A. Miller
Title: Chief Executive Officer and President

FIRST CITY INSURERS, LLC,
as a Grantor



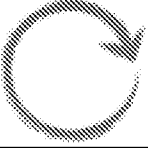
By: Michael Miller
Name: Michael A. Miller
Title: Chief Executive Officer and President

OWL ROCK CAPITAL CORPORATION,
as Agent

By:  _____
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK	DESIGN
Brightway Insurance, LLC ¹	4023007	Brightway Insurance (design)	
Brightway Insurance, LLC	4029015	Brightway Insurance	BRIGHTWAY INSURANCE
Brightway Insurance, LLC	4061572	More than Coverage. Confidence.	MORE THAN COVERAGE. CONFIDENCE.
Brightway Insurance, LLC	4050914	The Insurance Agency Reinvented	THE INSURANCE AGENCY REINVENTED
Brightway Insurance, LLC	4253867	Brightway Insurance (design with color blue)	
Brightway Insurance, LLC	4684422	The Insurance Agency Reinvented Around You	THE INSURANCE AGENCY REINVENTED AROUND YOU
Brightway Insurance, LLC	5107663	ARROW MARK (design)	
Brightway Insurance, LLC	5022067	BrightwayBridge	BrightwayBridge
First City Insurers, LLC	6073513	First City Insurers	First City Insurers

TRADEMARKS APPLICATIONS

None.

¹ For all trademarks listed on this Schedule I, the name change from Brightway Insurance, Inc. to Brightway Insurance, LLC has been filed at the United States Patent and Trademark Office.

EXHIBIT A

[FORM OF] TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●][●], 20[●], (this “**Trademark Security Agreement Supplement**”), among Brightway Insurance LLC, a Florida limited liability company, First City Insurers, LLC, a Florida limited liability company (each of the foregoing, a “**Grantor**”), and Owl Rock Capital Corporation (“**ORCC**”), in its capacities as administrative agent and collateral agent for the Secured Parties (together with its successors and assigns, in such capacities, the “**Agent**”).

Reference is made to that certain Pledge and Security Agreement, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Agent. The Lenders (as defined below) have extended credit to Brightway Holdings, LLC, a Delaware limited liability company (the “**Initial Borrower**”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among, BWI Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Initial Borrower, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and ORCC, in its capacities as an Issuing Bank, the Swingline Lender and as administrative agent and collateral agent for the Secured Parties (in such capacities as administrative and collateral agent, together with its successors and assigns, the “**Administrative Agent**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, each Grantor and the Agent have entered into that certain Trademark Security Agreement, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, each Grantor has granted to the Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

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, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

the Trademark registrations and applications for registration thereof in the United States Patent and Trademark Office listed on Schedule I hereto;

all renewals of any of the foregoing;

all goodwill of the business connected with the use of and symbolized by any of the foregoing;

Exhibit A

all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of any of the foregoing;

all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

all rights corresponding to any of the foregoing; and

to the extent not covered above, all Proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (G) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

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 Additional Trademark 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

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

BRIGHTWAY INSURANCE, LLC,
as a Grantor

By: _____
Name: Michael A. Miller
Title: Chief Executive Officer and President

FIRST CITY INSURERS, LLC,
as a Grantor

By:
Name: Michael A. Miller
Title: Chief Executive Officer and President

Exhibit A

OWL ROCK CAPITAL CORPORATION,
as Agent

By: _____

Name:

Title:

Exhibit A

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARKS APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

Exhibit A

#95291941v2