

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696997

| | | | |
|---|---------------------------------------|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| InsZone Insurance Services, LLC | | 12/17/2021 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | MADISON CAPITAL FUNDING LLC, as agent | | |
| Street Address: | 227 West Monroe Street, Suite 5400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77489465 | DMIS-US | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3127018637 | | |
| Email: | IPDocket@mayerbrown.com | | |
| Correspondent Name: | William R. Siegel, Mayer Brown LLP | | |
| Address Line 1: | P.O. BOX 2828 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60690-2828 | | |
| ATTORNEY DOCKET NUMBER: | 20649858 | | |
| NAME OF SUBMITTER: | William R. Siegel | | |
| SIGNATURE: | /william r siegel/ | | |
| DATE SIGNED: | 12/22/2021 | | |
| Total Attachments: 5 | | | |
| source=Madison-InsZone Trademark Security Agreement (Desert Mountain) (Executed)#page1.tif | | | |
| source=Madison-InsZone Trademark Security Agreement (Desert Mountain) (Executed)#page2.tif | | | |
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| source=Madison-InsZone Trademark Security Agreement (Desert Mountain) (Executed)#page4.tif | | | |

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2021, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2020 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, supplemented, and/or otherwise modified from time to time, the "Credit Agreement"), by and among, inter alios, InsZone Mid, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto and Agent and the Lenders have severally agreed to make extensions of credit to the Borrower and the other Credit Parties upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have agreed, pursuant to a Guarantee and Collateral Agreement, dated as of June 30, 2020, in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the undersigned is a party to the Guarantee and Collateral Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the undersigned hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its United States registered and applied for Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement, and the undersigned Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Trademark Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. The undersigned Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Trademarks and material IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guarantee and Collateral Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSZONE INSURANCE SERVICES,
LLC**

as Grantor

By: *Norman Hudson*
Norman Hudson (Dec 17, 2023 08:36 PST)

Name: Norm Hudson

Title: CEO

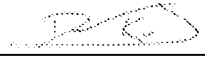
[Signature Page to Trademark Security Agreement]

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**TRADEMARK
REEL: 007539 FRAME: 0355**

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC
as Agent

By: 
Name: David Kelly
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Grantor | Mark | Application Number | Registration Number |
|---------------------------------|-------------|---------------------------|----------------------------|
| InsZone Insurance Services, LLC | DMIS-US | 77489465 | 3652380 |

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.