

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WARNER PACIFIC INSURANCE SERVICES, INC.		12/27/2021	Corporation: CALIFORNIA
Infowell, LLC		12/27/2021	Limited Liability Company: CALIFORNIA
Pathian, LLC		12/27/2021	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	MidCap Financial Trust, as Administrative Agent
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC, as Servicer
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

## PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
<b>Registration Number:</b>	6555271	WARNERPRO
<b>Registration Number:</b>	6553787	WARNER PACIFIC INSURANCE SERVICES
<b>Registration Number:</b>	6553302	WARNER PACIFIC INSURANCE SERVICES
<b>Registration Number:</b>	6171301	WARNER PACIFIC TEXAS
<b>Registration Number:</b>	6099620	GO COMPASS AN HR COMPLIANCE PRODUCT
<b>Registration Number:</b>	6047673	BROKER EDUCATION PLUS+
<b>Registration Number:</b>	6047562	WARNER PACIFIC
<b>Registration Number:</b>	6042652	W
<b>Registration Number:</b>	6042649	
<b>Registration Number:</b>	6042648	WARNER PACIFIC
<b>Registration Number:</b>	6042344	POWERED BY WARNER PACIFIC
<b>Registration Number:</b>	6042342	POWERED BY WARNER PACIFIC
<b>Registration Number:</b>	6018917	BROKER DASHBOARD
<b>Registration Number:</b>	6007860	INSPIRED BY WARNER PACIFIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6007859	WOMEN ELEVATED
Registration Number:	5994154	GO COMPASS AN HR COMPLIANCE PRODUCT
Registration Number:	5963745	BROKER DASHBOARD
Registration Number:	5858079	INSHORE
Registration Number:	5414864	PRO PROVIDER
Registration Number:	5414863	PRO APPLY
Registration Number:	4712375	PRO
Registration Number:	4712373	WARNERPRO
Registration Number:	4712371	AGENTS ARE THE ANSWER
Registration Number:	4877331	WARNERPACIFIC INSURANCE SERVICES
Registration Number:	4874090	WARNERPACIFIC
Registration Number:	4817507	QUOTEADVISOR
Registration Number:	3964287	WARNERFEST
Registration Number:	3867011	SCHOOL OF SUCCESS
Registration Number:	2284277	HIGH-TOUCH SERVICE
Registration Number:	5187391	WE SIMPLIFY THE HEALTH INSURANCE PROCESS
Registration Number:	5187390	WEENROLL
Registration Number:	5187389	WECOMPARE
Registration Number:	5187388	WEQUOTE
Registration Number:	5187387	WEGATHER
Registration Number:	5187386	INFO WELL
Registration Number:	4847279	WEGATHER
Registration Number:	4847278	WEENROLL
Registration Number:	4847277	WECOMPARE
Registration Number:	4847276	WE SIMPLIFY THE HEALTH INSURANCE PROCESS
Registration Number:	4847275	INFO WELL
Registration Number:	4847274	WEQUOTE
Registration Number:	5814043	PATHIAN

**CORRESPONDENCE DATA**

Fax Number: 6175269899

*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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	11964.436
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	12/27/2021

**Total Attachments: 13**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 27, 2021 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as December 27, 2021 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among WEST-NR ACQUISITIONCO, LLC, a Delaware limited liability company (“**West-NR Acquisition**”), as Administrative Borrower (as defined therein), WEST-NR PARENT, INC., a Delaware corporation, (together with West-NR Acquisition, jointly and severally, individually and collectively, the “**Borrower**”), WEST MIDCO, LLC, a Delaware limited liability company (“**Holdings**”), the other Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

**WHEREAS**, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as December 27, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”), among the Grantors (as defined therein) from time to time party thereto and Administrative Agent; and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall, concurrently with the delivery of a Compliance Certificate required pursuant to Section 4.1(d) of the Credit Agreement for the fiscal quarter in which such filing occurs report such filing to Administrative Agent (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to

include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. MISCELLANEOUS. The terms and provisions of Article **9** (Expenses and Indemnity), Sections **12.1** (Survival), **12.2** (No Waivers), **12.3** (Notices), **12.4** (Severability), **12.5** (Amendments and Waivers), **12.7** (Headings), **12.10** (SUBMISSION TO JURISDICTION) **12.11** (WAIVER OF JURY TRIAL) and **12.15** (No Strict Construction) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein.

11. FINANCING DOCUMENT. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

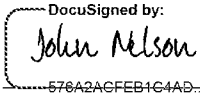
[Signature pages follow]

**IN WITNESS WHEREOF**, each 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.

**GRANTORS:**

**WARNER PACIFIC INSURANCE SERVICES, INC.**

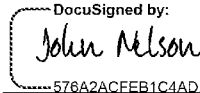
as a Grantor

By:   
Name: John J. Nelson  
Title: Co-Chief Executive Officer

**INFOWELL, LLC**

as a Grantor

By: West-NR AcquisitionCo, LLC, its member  
By: West MidCo, LLC, its member  
By: West HoldCo, LLC, its member

By:   
Name: John J. Nelson  
Title: Co-Chief Executive Officer

**PATHIAN, LLC**

as a Grantor

By: West-NR AcquisitionCo, LLC, its member  
By: West MidCo, LLC, its member  
By: West HoldCo, LLC, its member

By:   
Name: John J. Nelson  
Title: Co-Chief Executive Officer

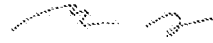


**ACCEPTED AND ACKNOWLEDGED:**

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent


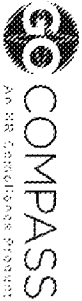
By: Apollo Capital Management, L.P.,  
its investment manager



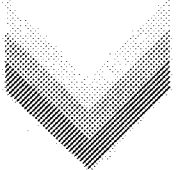

By: Apollo Capital Management GP, LLC,  
its general partner



By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

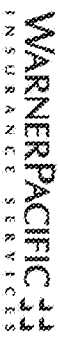
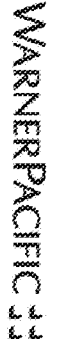
Registered Trademarks





Schedule 1







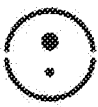

	Trademark	Jurisdiction	Owner	Status	App. Number	App. Date	Reg. Number	Reg. Date	Comments (Status, Liens, Ownership and Chain of Title)
1.	WARNERPRO	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	90576058	Mar. 12, 2021	6555271	Nov 9, 2021	
2.		US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	90455521	Jan. 08, 2021	6553787	Nov 9, 2021	
3.	WARNER PACIFIC INSURANCE SERVICES	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	90453011	Jan. 07, 2021	6553302	Nov. 9, 2021	
4.	WARNER PACIFIC TEXAS	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88760624	Jan. 15, 2020	6171301	Oct. 06, 2020	
5.		US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88636066	Sep. 30, 2019	6099620	Jul. 14, 2020	
6.	BROKER EDUCATION PLUS+	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88672492	Oct. 29, 2019	6047673	May 05, 2020	


	Trademark	Jurisdiction	Owner	Status	App. Number	App. Date	Reg. Number	Reg. Date	Comments (Status, Liens, Ownership and Chain of Title)
7.		US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88651480	Oct. 11, 2019	6047562	May 05, 2020	
8.		US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88652079	Oct. 11, 2019	6042652	Apr. 28, 2020	
9.		US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88651695	Oct. 11, 2019	6042649	Apr. 28, 2020	
10.	WARNER PACIFIC	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88651498	Oct. 11, 2019	6042648	Apr. 28, 2020	
11.		US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88636731	Sep. 30, 2019	6042344	Apr. 28, 2020	
12.	POWERED BY WARNER PACIFIC	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88636698	Sep. 30, 2019	6042342	Apr. 28, 2020	
13.		US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88609793	Sep. 09, 2019	6018917	Mar. 24, 2020	

	Trademark	Jurisdiction	Owner	Status	App. Number	App. Date	Reg. Number	Reg. Date	Comments (Status, Liens, Ownership and Chain of Title)
14.	INSPIRED BY WARNER PACIFIC	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88588552	Aug. 22, 2019	6007860	Mar. 10, 2020	
15.	WOMENELEVATED	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88588528	Aug. 22, 2019	6007859	Mar. 10, 2020	
16.	 <b>COMPASS</b> An All-Compliance Product	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88324972	Mar. 04, 2019	5994154	Feb. 25, 2020	
17.	BROKER DASHBOARD	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	88609763	Sep. 09, 2019	5963745	Jan. 14, 2020	
18.	 <b>inshore</b>	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	87687468	Nov. 16, 2017	5858079	Sep. 10, 2019	
19.	PRO PROVIDER	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	87446827	May 11, 2017	5414864	Feb. 27, 2018	
20.	PRO APPLY	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	87446806	May 11, 2017	5414863	Feb. 27, 2018	
21.	<b>PRO</b>	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	86369670	Aug. 18, 2014	4712375	Mar. 31, 2015	

	Trademark	Jurisdiction	Owner	Status	App. Number	App. Date	Reg. Number	Reg. Date	Comments (Status, Liens, Ownership and Chain of Title)
22.	<b>WarnerPRO</b>	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	86369652	Aug. 18, 2014	4712373	Mar. 31, 2015	
23.	AGENTS ARE THE ANSWER	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	86369631	Aug. 18, 2014	4712371	Mar. 31, 2015	
24.	<b>WARNERPACIFIC</b> 	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	86631590	May 15, 2015	4877331	Dec. 29, 2015	
25.	<b>WARNERPACIFIC</b> 	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	86631566	May 15, 2015	4874090	Dec. 22, 2015	
26.	QUOTEADVISOR	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	86534346	Feb. 13, 2015	4817507	Sep. 22, 2015	
27.	WARNERFEST	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	77960408	Mar. 16, 2010	3964287	May 24, 2011	
28.	SCHOOL OF SUCCESS	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	77960435	Mar. 16, 2010	3867011	Oct. 26, 2010	

	Trademark	Jurisdiction	Owner	Status	App. Number	App. Date	Reg. Number	Reg. Date	Comments (Status, Liens, Ownership and Chain of Title)
29.	HIGH-TOUCH SERVICE	US	WARNER PACIFIC INSURANCE SERVICES, INC.	Registered	75581589	Nov. 02, 1998	2284277	Oct. 05, 1999	
30.	WESIMPLIFYTHE HEALTH INSURANCE PROCESS.	US	InfoWell, LLC	Registered	86763517	Sep. 21, 2015	5187391	Apr. 18, 2017	
31.	 WESIMPLIFY	US	InfoWell, LLC	Registered	86763511	Sep. 21, 2015	5187390	Apr. 18, 2017	
32.	 WESIMPLIFY	US	InfoWell, LLC	Registered	86763504	Sep. 21, 2015	5187389	Apr. 18, 2017	
33.	 WESIMPLIFY	US	InfoWell, LLC	Registered	86763497	Sep. 21, 2015	5187388	Apr. 18, 2017	
34.	 WESIMPLIFY	US	InfoWell, LLC	Registered	86763411	Sep. 21, 2015	5187387	Apr. 18, 2017	

	Trademark	Jurisdiction	Owner	Status	App. Number	App. Date	Reg. Number	Reg. Date	Comments (Status, Liens, Ownership and Chain of Title)
35.		US	InfoWell, LLC	Registered	86763287	Sep. 21, 2015	5187386	Apr. 18, 2017	
36.	 	US	InfoWell, LLC	Registered	86369601	Aug. 18, 2014	4847279	Nov. 03, 2015	
37.	 	US	InfoWell, LLC	Registered	86369590	Aug. 18, 2014	4847278	Nov. 03, 2015	
38.	 	US	InfoWell, LLC	Registered	86369581	Aug. 18, 2014	4847277	Nov. 03, 2015	
39.	WESIMPLIFYTHE HEALTH INSURANCE PROCESS.	US	InfoWell, LLC	Registered	86369570	Aug. 18, 2014	4847276	Nov. 03, 2015	
40.		US	InfoWell, LLC	Registered	86369556	Aug. 18, 2014	4847275	Nov. 03, 2015	

	Trademark	Jurisdiction	Owner	Status	App. Number	App. Date	Reg. Number	Reg. Date	Comments (Status, Liens, Ownership and Chain of Title)
41.		US	InfoWell, LLC	Registered	86369538	Aug. 18, 2014	4847274	Nov. 03, 2015	
42.	PATHIAN	US	Pathian, LLC	Registered	87472186	Jun. 01, 2017	5814043	Jul. 23, 2019	

TRADEMARK

REEL: 007542 FRAME: 0225

RECORDED: 12/27/2021