

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM705353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SageSure Insurance Managers LLC		01/28/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6402113	SAGESURE	
<b>Registration Number:</b>	5501137	SAGESURE	
<b>Registration Number:</b>	6480631	SAGESURE	
<b>Registration Number:</b>	5662501	SAGESURE INSURANCE MANAGERS	
<b>Registration Number:</b>	5687032	SAGESURE INSURANCE MANAGERS	
<b>Serial Number:</b>	90240630	SAGESURE	
<b>Serial Number:</b>	90240640	MYSAGESURE	
<b>Serial Number:</b>	90240635	SAGESURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	11668.558		

CH \$215.00 6402113

<b>NAME OF SUBMITTER:</b>	Christine Slatter
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	01/28/2022
<b>Total Attachments: 4</b> source=SageSure - Intellectual Property Security Agreement (Trademark)#page1.tif source=SageSure - Intellectual Property Security Agreement (Trademark)#page2.tif source=SageSure - Intellectual Property Security Agreement (Trademark)#page3.tif source=SageSure - Intellectual Property Security Agreement (Trademark)#page4.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Intellectual Property Security Agreement, dated as of January 28, 2022, between SAGESURE INSURANCE MANAGERS, LLC (the “Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

**W i t n e s s e t h:**

WHEREAS, the Grantor is party to a Security Agreement dated as of January 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. **Grant of Security Interest in Intellectual Property.** The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Patents, Trademarks and Copyrights of such Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. **The Security Agreement.** The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. **Termination.** Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.


SECTION 5. **Counterparts.** This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

**SAGESURE INSURANCE MANAGERS LLC, as  
Grantor**

DocuSigned by:  
By: Terrence M. McLean  
Name: Terrence M. McLean  
Title: President

**ARES CAPITAL CORPORATION**, as Administrative Agent


By:   
Name: Scott Lem  
Title: Authorized Signatory

Schedule I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

REGISTERED OWNER/GRANTOR	REGISTRATION NUMBER	TRADEMARK
SAGESURE INSURANCE MANAGERS, LLC	6402113	SAGESURE
SAGESURE INSURANCE MANAGERS, LLC	5501137	SAGESURE
SAGESURE INSURANCE MANAGERS, LLC	6480631	SAGESURE
SAGESURE INSURANCE MANAGERS, LLC	5662501	
SAGESURE INSURANCE MANAGERS, LLC	5687032	

TRADEMARK APPLICATIONS

APPLICANT/GRANTOR	APPLICATION NUMBER	TRADEMARK
SAGESURE INSURANCE MANAGERS, LLC	90240630	
SAGESURE INSURANCE MANAGERS, LLC	90240640	MYSAGESURE
SAGESURE INSURANCE MANAGERS, LLC	90240635	SAGESURE