

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PolicyGenius Inc.		03/17/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Orix Growth Capital, LLC		
Street Address:	2001 Ross Avenue		
Internal Address:	Suite 1900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88934889	POLICYSCAN	
Serial Number:	88696378	THE EASY WAY TO COMPARE AND BUY INSURANC	
Serial Number:	86281111	INSURANCE CHECKUP	
Serial Number:	86157507	POLICYGENIUS	
CORRESPONDENCE DATA			
Fax Number:	4693723889		
<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:	2149326439		
Email:	dwithers@mcguirewoods.com		
Correspondent Name:	Daniel Withers		
Address Line 1:	2000 McKinney Ave		
Address Line 2:	#1400		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Daniel Withers		
SIGNATURE:	/Daniel Withers/		
DATE SIGNED:	03/17/2022		
Total Attachments: 7			

OP \$115.00 88934889

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 17, 2022 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender") and POLICYGENIUS INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property (other than Excluded Property (as defined in the Loan Agreement)) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property of Grantor (including without limitation the Intellectual Property described herein) other than Excluded Intellectual Property (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto, but excluding all Intellectual Property that is Excluded Intellectual Property), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include the following (collectively, the "Excluded Intellectual Property"): (a) any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed), or (b) all intellectual property that is material to the operation of the Policygenius Pro platform and services, which includes, but is not limited to, the business-to-business application programming interface and user portal and other features and functionalities of the platform, and the trademark "Policygenius Pro", provided; however, that "Excluded Intellectual Property" shall not include the Company's proprietary "Umbrella" software, and all related source code, object code, installation and user documentation, engineering specifications, flow charts and manuals.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A hereto are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations with the United States Patent and Trademark Office owned or controlled by Grantor, and (iii) listed on Schedule C hereto are all patents and patent applications with the United States Patent and Trademark Office owned or controlled by Grantor.

3. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at

law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

4. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

32 Old Slip, Floor 30
New York, NY 10005

POLICYGENIUS INC.

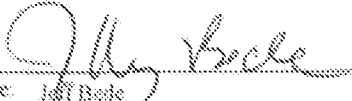
By: 
Name: William Shepherd
Title: Chief Financial Officer

LENDER:

ORIX GROWTH CAPITAL, LLC

Address of Lender:

2001 Ross Avenue, Suite 1900
Dallas, TX 75201
Attn: General Counsel

By: 
Name: Jeff Bode
Title: Head of Orix Growth Capital

[Intellectual Property Security Agreement]

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

Mark	Serial Number	Application Date	Registration Number	Registration Date
POLICYSCAN	88934889	May 27, 2020	6226910	December 22, 2020
THE EASY WAY TO COMPARE AND BUY INSURANCE	88696378	November 18, 2019	6079618	June 16, 2020
Insurance Checkup	86281111	May 14, 2014	4674603	January 20, 2015
Policygenius	86157507	January 4, 2014	4604683	September 16, 2014

SCHEDULE C

Patents

None.