

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725149

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Western Marketing Associates, LLC | | 04/28/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Owl Rock Capital Corporation, as Collateral Agent | | |
| Street Address: | 399 Park Avenue, 38th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6404730 | ADVISERIGHT | |
| 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: | 058516-0034 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 04/29/2022 | | |
| Total Attachments: 8 | | | |
| source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page1.tif | | | |
| source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page2.tif | | | |
| source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page3.tif | | | |
| source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page4.tif | | | |
| source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page5.tif | | | |

OP \$40.00 6404730

source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page6.tif

source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page7.tif

source=Integrity - Trademark Security Agreement (Joinder No. 6) Executed#page8.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 28, 2022 (this “Trademark Security Agreement”), is made by the signatories hereto listed under “Pledgors” (each, a “Pledgor” and together, the “Pledgors”), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of August 27, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Integrity Marketing Acquisition, LLC, a Delaware limited liability company (the “Initial Borrower” and together with each Additional Borrower from time to time party thereto, collectively, the “Borrowers” and each, individually, a “Borrower”), Integrity Marketing Intermediate, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, each Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which such Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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


PLEDGORS:

**BERWICK INSURANCE GROUP, L.L.C.
BROKERS INTERNATIONAL, LLC
BROKERS INTERNATIONAL FINANCIAL
SERVICES, LLC
SENIOR SECURITY BENEFITS, LLC
WEALTH MANAGEMENT NEBRASKA,
LLC
WESTERN MARKETING ASSOCIATES,
LLC
ONE RESOURCE GROUP, LLC
CONSUMERQUOTE USA, LLC,
FIDELIS CONSULTANTS, LLC
GOLDEN YEARS DESIGN BENEFITS,
LLC
INSURANCE ADMINISTRATIVE
SOLUTIONS, L.L.C.
KELLOGG INSURANCE MARKETING,
LLC
MCNERNEY MANAGEMENT GROUP,
LLC
NORTHWEST FARMER-STOCKMAN,
LLC
RESOURCE BROKERAGE, L.L.C.
SENIOR INSURANCE MARKETING, LLC
UNIFIED HEALTH, LLC
WESTERN ASSET PROTECTION, LLC**

By: 

Name: Bryan W. Adams
Title: Chief Executive Officer

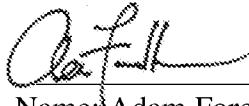
**K.I.T. MARKETING, LLC
SUPERIOR PERFORMERS, LLC**

By: 

Name: Bryan W. Adams
Title: Vice President

Accepted and Agreed:


OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: Adam Forchheimer
Title: Authorized Signatory






SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT





UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| Mark | Jurisdiction | Registration No. (Application No.) | Status | Current Owner of Record |
|---|--------------|------------------------------------|------------|--|
| <p>IAS INSURANCE ADMINISTRATIVE SOLUTIONS</p> <p>The mark consists of 3 boxes having from left to right, each box containing a single letter left to right "I" "A" "S", all to the left of the stacked wording "Insurance Administrative Solutions"</p> | U.S. Federal | 4251367 | Registered | Insurance Administrative Solutions, L.L.C. |
| <p>IAS</p> <p>The mark consists of 3 boxes having from left to right, each box containing a single letter left to right "I" "A" "S"</p> | U.S. Federal | 4376387 | Registered | Insurance Administrative Solutions, L.L.C. |
| <p>SENIOR INSURANCE MARKETING</p>  | U.S. Federal | 3054870 | Registered | Senior Insurance Marketing, LLC |
| <p>BROKER FOCUSED... TECHNOLOGY DRIVEN</p> | U.S. Federal | 3484596 | Registered | Resource Brokerage, L.L.C. |
| <p>THE ORIGINAL AGENCY BUILDER SINCE '83</p> | U.S. Federal | 5729765 | Registered | Brokers International, LLC |

| | | | | |
|-----------------------------|--------------|---------|------------|----------------------------|
| COMPLIANCE BUILDER | U.S. Federal | 5753060 | Registered | Brokers International, LLC |
| LOYALTY BUILDER | U.S. Federal | 5711525 | Registered | Brokers International, LLC |
| SALES BUILDER | U.S. Federal | 5741502 | Registered | Brokers International, LLC |
| BUSINESS BUILDER | U.S. Federal | 5619432 | Registered | Brokers International, LLC |
| ORIGINAL AGENCY BUILDER | U.S. Federal | 5729750 | Registered | Brokers International, LLC |
| BUILD YOUR BUSINESS | U.S. Federal | 5723724 | Registered | Brokers International, LLC |
| DIGITAL BUILDER | U.S. Federal | 5729757 | Registered | Brokers International, LLC |
| RETIREMENT WELL SPENT | U.S. Federal | 5665614 | Registered | Brokers International, LLC |
| BROKERS INTERNATIONAL | U.S. Federal | 4784739 | Registered | Brokers International, LLC |
| RETIREMENT ALLY | U.S. Federal | 4522955 | Registered | Brokers International, LLC |
| BROKERS INTERNATIONAL, LTD. | U.S. Federal | 3027287 | Registered | Brokers International, LLC |
| CONSUMERQUOTE USA | U.S. Federal | 4603466 | Registered | CONSUMERQUOTE USA, LLC |

| | | | | |
|--|--------------|---------|------------|--------------------------------------|
| MEDICARE CAFÉ Design  | U.S. Federal | 5942333 | Registered | MCNERNEY MANAGEMENT GROUP, LLC |
| ALUSA | U.S. Federal | 4739089 | Registered | Superior Performers, LLC |
| KIT MARKETING | U.S. Federal | 4703060 | Registered | K.I.T. Marketing, LLC |
| FAMILY PROTECTION CENTER | U.S. Federal | 4624065 | Registered | Superior Performers, LLC |
| NAA NATIONAL AGENTS ALLIANCE  | U.S. Federal | 3653073 | Registered | Superior Performers, LLC |
| KIT MARKETING KEEP IN TOUCH  | U.S. Federal | 3461473 | Registered | K.I.T. Marketing, LLC |
| AMERICANS FOR THE FAMILY | U.S. Federal | 3418092 | Registered | Superior Performers, LLC |
| MORTGAGE PROTECTION CENTER | U.S. Federal | 3630048 | Registered | Superior Performers, LLC |
| M MEDICARE SALES SYSTEM and Design  | U.S. Federal | 5559544 | Registered | Berwick Insurance Group, L.L.C. |
| MEDICARE ACADEMY | U.S. Federal | 6071345 | Registered | Western Asset Protection, LLC |
| WAP  | U.S. Federal | 5165001 | Registered | Western Asset Protection, LLC |

| | | | | |
|--|--------------|------------|------------|---|
| CLIENTXPRESS.COM | U.S. Federal | 6185760 | Registered | MCNERNEY MANAGEMENT GROUP, LLC |
| M MEDICARE SALES SYSTEM  | U.S. Federal | 5559544 | Registered | Berwick Insurance Group, L.L.C. |
| BROKERS FINANCIAL | U.S. Federal | 4762180 | Registered | Brokers International Financial Services, LLC |
| FIDELIS | U.S. Federal | (90696365) | Pending | Fidelis Consultants, LLC |
| ME MEDICARE ENROLL  | U.S. Federal | 6438435 | Registered | Kellogg Insurance Marketing, LLC |
| QUEEN OF THE BUNDLE | U.S. Federal | 6412072 | Registered | Senior Security Benefits, LLC |
| WINNERS LIST | U.S. Federal | 5355670 | Registered | Wealth Management Nebraska, LLC |
| ADVISERIGHT | U.S. Federal | 6404730 | Registered | Western Marketing Associates, LLC |
|  | U.S. Federal | (90397717) | Pending | Golden Years Design Benefits, LLC |
| ORG ONE RESOURCE GROUP  | U.S. Federal | (97114610) | Pending | One Resource Group, LLC |
| SPOUSE IN THE HOUSE | U.S. Federal | (97075180) | Pending | Senior Security Benefits, LLC |