

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM742809

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lockton, Inc.		07/21/2022	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	Floor L-2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 62</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	6615827	UNCOMMONLY INDEPENDENT	
Registration Number:	6229683	ALLUVION FLOOD INSURANCE POWERED BY LOCK	
Registration Number:	6206412	FINANCE GPS	
Registration Number:	5871267	MYLO	
Registration Number:	5783578	MYLO	
Registration Number:	5276476		
Registration Number:	5900165	LOCKTON INSIGHT	
Registration Number:	5978897	LOCKTON MAP	
Registration Number:	5547319	GLOBAL BENEFITS NAVIGATOR	
Registration Number:	5477003	LOCKTON ADVANTAGE POWERED BY IQ	
Registration Number:	5477002	LOCKTON ADVANTAGE POWERED BY IQ	
Registration Number:	5388452	LOCKTON SCORE	
Registration Number:	5276477	ACTION THROUGH INSIGHT	
Registration Number:	5516595	LOCKTON LIFE GAME	
Registration Number:	5363034	LOCKTON TOTAL REWARDS ATTRACT RETAIN ENG	
Registration Number:	5541532	LOCKTON TARGETSMART	
Registration Number:	5546849	MYLO	
Registration Number:	5177210	MYLO	

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Property Type	Number	Word Mark
Registration Number:	4819531	LOCKTON GLOBALVIEW
Registration Number:	4921754	EXCELSIOR SOLUTIONS POWERED BY LOCKTON
Registration Number:	4666040	INTEGRITY. TRANSPARENCY. RESULTS.
Registration Number:	4730065	EXCELSIOR SOLUTIONS
Registration Number:	4529659	COMMON CENTS
Registration Number:	4567053	LOCKTON SCORE
Registration Number:	4543611	LOCKTON WOMEN IN LEADERSHIP WHERE THERE'
Registration Number:	5158851	LOCKTON TOTAL REWARDS
Registration Number:	5158850	
Registration Number:	5237420	LOCKTON GLOBAL BENEFITS NAVIGATOR
Registration Number:	4265770	LOCKTON GLOBAL
Registration Number:	4145388	LOCKTON LSCALE LOCKTON SECURITIES CLASS
Registration Number:	4297159	PHOTOCARE
Registration Number:	4294172	THE POST INSURANCE PROGRAM
Registration Number:	4649476	LOCKTON CARES
Registration Number:	4610079	LOCKTON CARES
Registration Number:	4481502	LOCKTON MATRIX
Registration Number:	4485540	LOCKTON MATRIX FIDUCIARY RISK MANAGEMENT
Registration Number:	4463083	LOCKTON CARES
Registration Number:	4451735	LOCKTON CARES
Registration Number:	4467484	LOCKTON COMPASS
Registration Number:	4467483	LOCKTON COMPASS
Registration Number:	4425942	L-SCALE
Registration Number:	4429787	LOCKTON HEALTHCARE NETWORK
Registration Number:	4426522	LOCKTON HEALTHCARE NETWORK UNDERSTANDING
Registration Number:	4419278	LOCKTON BENEFITLINK
Registration Number:	4419280	B
Registration Number:	4296511	LOCKTON HEALTH RISK SOLUTIONS
Registration Number:	4296510	LOCKTON HEALTH RISK SOLUTIONS MEASURING
Registration Number:	4277181	LOCKTON HEALTH RISK SOLUTIONS
Registration Number:	4145575	CLAIMS QA
Registration Number:	3238221	OUT PERFORM OUT DELIVER OUT IN FRONT
Registration Number:	3079592	LOCKTON AFFINITY
Registration Number:	3042870	PECAP
Registration Number:	4354217	LOCKTON ON CALL BENEFITS
Registration Number:	3753000	LOCKTON RE
Registration Number:	3732238	LOCKSMART
Registration Number:	3732237	LOCKSMART STRATEGIC MONITORING AND RESEA

Property Type	Number	Word Mark
Registration Number:	3558537	LOCKSAFE
Registration Number:	3528120	WE LIVE SERVICE!
Registration Number:	2624149	LOCKTON
Registration Number:	2960449	WE LIVE SERVICE!
Registration Number:	2903712	INFOLOCK
Registration Number:	1592320	L

  

**CORRESPONDENCE DATA**

**Fax Number:**  
*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.*

**Email:** nancy.wiford@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	07/21/2022

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of July 21, 2022, is entered into by each of the undersigned (each, a “Grantor”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

**WHEREAS**, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which such Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

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

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Assignment and Assumption and/or any document to be signed in connection with this agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “**Electronic Signatures**” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

LOCKTON, INC.

By: 

Name: Troy D. Cook

Title: CFO

JPMORGAN CHASE BANK, N.A., as Administrative  
Agent

By:   
Name: Hector J. Varona  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007797 FRAME: 0007**

SCHEDULE A

**TRADEMARKS**

Trademark Applications

NA

Trademark Registrations

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Lockton, Inc.	UNCOMMONLY INDEPENDENT	88537041	07/25/2019	6615827	01/11/2022
2.	Lockton, Inc.	Alluvion FLOOD INSURANCE POWERED BY LOCKTON & Design	88713728	12/03/2019	6229683	12/22/2020
3.	Lockton, Inc.	FINANCE GPS	88318684	02/27/2019	6206412	11/24/2020
4.	Lockton, Inc.	MYLO	88075645	08/13/2018	5871267	10/01/2019
5.	Lockton, Inc.	MYLO	88074373	08/10/2018	5783578	06/18/2019
6.	Lockton, Inc.	Design	87348825	02/24/2017	5276476	08/29/2017
7.	Lockton, Inc.	LOCKTON INSIGHT	87855987	03/29/2018	5900165	11/05/2019
8.	Lockton, Inc.	LOCKTON MAP	87923434	05/16/2018	5978897	02/04/2020
9.	Lockton, Inc.	GLOBAL BENEFITS NAVIGATOR	87576205	08/20/2017	5547319	08/21/2018
10.	Lockton, Inc.	LOCKTON ADVANTAGE POWERED BY IQ	87451679	05/16/2017	5477003	05/22/2018
11.	Lockton, Inc.	LOCKTON ADVANTAGE powered by IQ & Design	87451673	05/16/2017	5477002	05/22/2018
12.	Lockton, Inc.	LOCKTON SCORE & Design	87424588	04/25/2017	5388452	01/23/2018
13.	Lockton, Inc.	ACTION THROUGH INSIGHT	87348841	02/24/2017	5276477	08/29/2017
14.	Lockton, Inc.	LOCKTON LIFE GAME & Design	87315823	01/27/2017	5516595	07/17/2018
15.	Lockton, Inc.	LOCKTON TOTAL REWARDS ATTRACT RETAIN ENGAGE & Design	87313614	01/25/2017	5363034	12/26/2017
16.	Lockton, Inc.	LOCKTON TARGETSMART	87056110	06/01/2016	5541532	08/14/2018
17.	Lockton, Inc.	MYLO	87424624	04/25/2017	5546849	08/21/2018
18.	Lockton, Inc.	MYLO	86716616	08/06/2015	5177210	04/04/2017



	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
19.	Lockton, Inc.	LOCKTON GLOBALVIEW	86386682	09/05/2014	4819531	09/22/2015
20.	Lockton, Inc.	EXCELSIOR SOLUTIONS POWERED BY LOCKTON & Design	86587978	04/06/2015	4921754	03/22/2016
21.	Lockton, Inc.	INTEGRITY. TRANSPARENCY. RESULTS.	86176256	01/27/2014	4666040	01/06/2015
22.	Lockton, Inc.	EXCELSIOR SOLUTIONS	86176247	01/27/2014	4730065	05/05/2015
23.	Lockton, Inc.	COMMON CENTS	86116182	11/12/2013	4529659	05/13/2014
24.	Lockton, Inc.	LOCKTON SCORE	86097679	10/22/2013	4567053	07/15/2014
25.	Lockton, Inc.	LOCKTON WOMEN IN LEADERSHIP Where there's a WIL there's a way & Design	86134925	12/04/2013	4543611	06/03/2014
26.	Lockton, Inc.	LOCKTON TOTAL REWARDS	86858536	12/28/2015	5158851	03/14/2017
27.	Lockton, Inc.	Design	86858522	12/28/2015	5158850	03/14/2017
28.	Lockton, Inc.	LOCKTON GLOBAL BENEFITS NAVIGATOR	86347211	07/24/2014	5237420	07/04/2017
29.	Lockton, Inc.	LOCKTON GLOBAL	85562920	03/07/2012	4265770	12/25/2012
30.	Lockton, Inc.	Lockton LSCALE Lockton Securities Class Action Loss Estimate & Design	85304766	04/26/2011	4145388	05/22/2012
31.	Lockton, Inc.	PHOTOCARE	85475072	11/17/2011	4297159	03/05/2013
32.	Lockton, Inc.	THE POST INSURANCE PROGRAM	85298521	04/19/2011	4294172	02/26/2013
33.	Lockton, Inc.	LOCKTON CARES & Design	85358236	06/28/2011	4649476	12/02/2014
34.	Lockton, Inc.	LOCKTON CARES	85358219	06/28/2011	4610079	09/23/2014
35.	Lockton, Inc.	LOCKTON MATRIX	85333992	05/31/2011	4481502	02/11/2014
36.	Lockton, Inc.	LOCKTON MATRIX fiduciary risk management profile & Design	85333778	05/31/2011	4485540	02/18/2014
37.	Lockton, Inc.	LOCKTON CARES & Design	85358230	06/28/2011	4463083	01/07/2014
38.	Lockton, Inc.	LOCKTON CARES	85358213	06/28/2011	4451735	12/17/2013
39.	Lockton, Inc.	LOCKTON COMPASS & Design	85732507	09/19/2012	4467484	01/14/2014
40.	Lockton, Inc.	LOCKTON COMPASS	85732481	09/19/2012	4467483	01/14/2014

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
41.	Lockton, Inc.	L-SCALE	85304770	04/26/2011	4425942	10/29/2013
42.	Lockton, Inc.	LOCKTON HEALTHCARE NETWORK	85710147	08/22/2012	4429787	11/05/2013
43.	Lockton, Inc.	LOCKTON Healthcare Network Understanding <b>Risk. Delivering Solutions. &amp; Design</b>	85710121	08/22/2012	4426522	10/29/2013
44.	Lockton, Inc.	LOCKTON BENEFITLINK	85555852	02/29/2012	4419278	10/15/2013
45.	Lockton, Inc.	B & Design	85556718	02/29/2012	4419280	10/15/2013
46.	Lockton, Inc.	LOCKTON Health Risk Solutions & Design	85586755	04/02/2012	4296511	02/26/2013
47.	Lockton, Inc.	LOCKTON Health Risk Solutions Measuring <b>Health. Reducing Risk. Delivering Solutions.</b>	85586752	02/29/2012	4296510	01/15/2013
48.	Lockton, Inc.	LOCKTON HEALTH RISK SOLUTIONS	85556729	02/29/2012	4277181	01/15/2013
49.	Lockton, Inc.	CLAIMS QA & Design	85367652	07/11/2011	4145575	05/22/2012
50.	Lockton, Inc.	OUT PERFORM OUT DELIVER OUT IN FRONT	78653206	06/17/2005	3238221	05/01/2007
51.	Lockton, Inc.	LOCKTON AFFINITY	78612798	04/20/2005	3079592	04/11/2006
52.	Lockton, Inc.	PECAP	78464404	08/09/2004	3042870	01/10/2006
53.	Lockton, Inc.	LOCKTON ON CALL BENEFITS	77739603	05/18/2009	4354217	06/18/2013
54.	Lockton, Inc.	LOCKTON RE	77558323	08/28/2008	3753000	02/23/2010
55.	Lockton, Inc.	LockSMART	77486257	05/29/2008	3732238	12/29/2009
56.	Lockton, Inc.	LockSMART STRATEGIC MONITORING AND RESEARCH TOOL & Design	77486235	05/29/2008	3732237	12/29/2009
57.	Lockton, Inc.	LockSAFE	77276052	09/10/2007	3558537	01/06/2009
58.	Lockton, Inc.	WE LIVE SERVICE! & Design	77074738	01/02/2007	3528120	11/04/2008
59.	Lockton, Inc.	LOCKTON	76255981	05/11/2001	2624149	09/24/2002
60.	Lockton, Inc.	WE LIVE SERVICE!	76536526	06/17/2003	2960449	06/07/2005
61.	Lockton, Inc.	INFOLOCK	76447207	09/06/2002	2903712	11/16/2004
62.	Lockton, Inc.	L & Design	73808662	06/23/1989	1592320	04/17/1990