

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767735

| | | | |
|---|---|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SmartFinancial.com Insurance LLC | | 11/14/2022 | Limited Liability Company: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Texas Capital Bank | | |
| Street Address: | 2000 McKinney Avenue, Suite 700 | | |
| City: | Dallas | | |
| State/Country: | UNITED STATES | | |
| Postal Code: | 75201 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90664909 | CONTACTABILITY | |
| Serial Number: | 90568800 | SMART NATIONAL | |
| Serial Number: | 97610787 | SMART | |
| Serial Number: | 97610994 | PENNY | |
| Serial Number: | 90664803 | INSURANCE.IO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2136272579 | | |
| <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: | 2134579864 | | |
| Email: | dkay@mcguirewoods.com | | |
| Correspondent Name: | Don Kay | | |
| Address Line 1: | 355 S. Grand Avenue, Suite 4200 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |
| ATTORNEY DOCKET NUMBER: | 2067147-0019 | | |
| NAME OF SUBMITTER: | Don Kay | | |
| SIGNATURE: | /Don Kay/ | | |
| DATE SIGNED: | 11/14/2022 | | |

OP \$140.00 90664909

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this "Trademark Security Agreement"), dated as of November 14, 2022, is made by SmartFinancial.com Insurance LLC ("Grantor") in favor of Texas Capital Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the holders of Secured Obligations (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the certain Credit Agreement, dated as of November 14, 2022 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Credit Agreement"), by and among SMARTFINANCIAL.COM INSURANCE LLC, an Ohio limited liability company ("*Smart Insurance*"), CONTACTABILITY.COM LLC, an Ohio limited liability company ("*Contact*"), SMART NATIONAL INSURANCE, LLC, an Ohio limited liability company ("*SNF*", together Smart Insurance and Contact, "*Borrowers*" and each a "*Borrower*"), CYBER TECHNOLOGY II, LLC, an Ohio limited liability company ("*Holdings*"), the other parties identified as "Guarantors" on the signature pages thereto and such other parties that may become Loan Parties thereunder after the date thereof (together with Borrowers, Holdings, and Guarantors, individually, an "Obligor", and collectively, the "Obligors"), the Lenders party thereto from time to time and the Administrative Agent, in its capacity as administrative agent for the holders of the Secured Obligations, the Lenders have severally agreed to make the Loans to Borrower upon the terms and subject to the conditions set forth therein;;

WHEREAS, Grantor has agreed to enter into the Security and Pledge Agreement, dated as of November 14, 2022 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Security Agreement"), in favor of the Administrative Agent to secure the Secured Obligations; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the holders of Secured Obligations, and grants to the Administrative Agent for the benefit of the holders of Secured Obligations a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto (but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office 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);

(b) all renewals and extensions of the foregoing and all rights to obtain the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees 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 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.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of executed counterparts of this Trademark Security Agreement by facsimile or other electronic means shall be effective as an original.

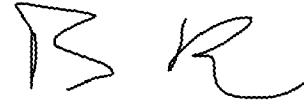
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

SmartFinancial.com Insurance LLC as
Grantor



By: _____
Name: Thomas R. Bock
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK,
as the Administrative Agent

By: _____
Name: Josh Seaman
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

SmartFinancial.com Insurance LLC as
Grantor

By: _____
Name: Tom Bock
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK,
as the Administrative Agent

By: _____
Name: Josh Seaman
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

| | | |
|----------------|----------------|----------|
| Contactability | April 22, 2021 | 90664909 |
| Smart National | March 9, 2021 | 90568800 |

2. TRADEMARK APPLICATIONS

| | | |
|--------------|--------------------|----------|
| Smart | September 28, 2022 | 97610787 |
| Penny | September 28, 2022 | 97610994 |
| Insurance.io | April 22, 2021 | 90664803 |

3. TRADEMARK LICENSES

N/A