

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM775777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRO INSURANCE BROKERAGE SERVICES LLC		12/21/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LIMITED		
Street Address:	1 FARRER PLACE		
Internal Address:	LEVEL 23, GOVERNOR PHILLIP TOWER		
City:	SYDNEY		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	LIMITED COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5760830	INTEGRO INSURANCE BROKERS	
Registration Number:	5246480	ROBERTSON TAYLOR	
Registration Number:	5065057	INTEGRO	
Registration Number:	4762215	HOSTILE ENVIRONMENT LIABILITY PROTECTION	
Registration Number:	3115346	INTEGRO	
Registration Number:	5749684	INTEGRO SHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	CONSTANTIN SOURIS		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	CONSTANTIN SOURIS		

OP \$165.00 5760830

SIGNATURE:	/CONSTANTIN SOURIS/
DATE SIGNED:	12/21/2022
Total Attachments: 8 source=Project Insight - Intellectual Property Security Agreement#page1.tif source=Project Insight - Intellectual Property Security Agreement#page2.tif source=Project Insight - Intellectual Property Security Agreement#page3.tif source=Project Insight - Intellectual Property Security Agreement#page4.tif source=Project Insight - Intellectual Property Security Agreement#page5.tif source=Project Insight - Intellectual Property Security Agreement#page6.tif source=Project Insight - Intellectual Property Security Agreement#page7.tif source=Project Insight - Intellectual Property Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of December 21, 2022, is made by **INTEGRO INSURANCE BROKERAGE SERVICES LLC**, as a Grantor (the “Grantor”), in favor of **GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LIMITED**, ACN 608 945 008 as trustee of the AUB/Tysers Security Trust (in such capacity and together with any successors in such capacity, the “Security Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to the Syndicated Facility Agreement, dated as of September 9, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Facility Agreement”), by and among, among others, AUB Group Limited, an Australian company with ACN 000 000 715, as original borrower, the subsidiaries thereof listed in Part 1 of Schedule 1 thereto as original guarantors, the entities listed in Part II of Schedule 1 thereto as original lenders, Goldman Sachs Australia Pty Ltd, ABN 21 006 797 897, as mandated lead arranger and bookrunner, Goldman Sachs Mortgage Company, as underwriter, Global Loan Agency Services Australia Pty Limited, ACN 608 829 303, as agent, and the Security Trustee, the Lenders (as defined in the Facility Agreement) have agreed to make available to the Borrowers (as defined in the Facility Agreement) the financial accommodations described therein.

WHEREAS, pursuant to that certain Security Agreement Supplement, dated as of the date hereof (the “Security Agreement Supplement”), among the Grantor, Galileo Insurance Services LLC, a Delaware limited liability company, and the Security Trustee, the Grantor has become a party to the Security Agreement, dated as of September 23, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Security Trustee.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Trustee, a security interest in, among other property, the Intellectual Property (as defined in the Security Agreement) of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Security Trustee as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Security Trustee, for the ratable benefit of the Beneficiaries, a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “IP Collateral”):

(a) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the “Copyrights”);

(b) the patents and patent applications set forth in Schedule 2 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(c) the trademark registrations and applications set forth in Schedule 3 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “Trademarks”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Security Trustee.

3. Finance Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Trustee with respect to the IP Collateral are as provided by the Security Agreement and the other Finance Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

7. Limitation of Liability of Security Trustee and Rights of Security Trustee.

(a) The Security Trustee enters into this IP Security Agreement only in its capacity as trustee of the AUB/Tysers Security Trust created under the Security Trust Deed. The parties acknowledge that the liability and responsibility of the Security Trustee under this IP Security Agreement, and recourse to the Security Trustee, is limited in the manner set out in the Security Trust Deed.

(b) The provisions set out in Clause 3 (*Role of the Security Trustee*) of the Security Trust Deed shall govern the rights, duties and obligations of the Security Trustee under this IP Security Agreement.

(c) The Security Trustee may assign any of its rights or transfer any of its rights and obligations under this IP Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**INTEGRO INSURANCE BROKERAGE
SERVICES LLC**

By:  _____

Name: Katherine Anne Cross

Title: Corporate Officer

Address for Notices: Level 14, 141 Walker Street,
North Sydney, NSW 2060

Fax No: 02 9929 0320

Email: RichardB@aubgroup.com.au

Attention: Richard Bell

SECURITY TRUSTEE:

SIGNED and delivered by Global Loan Agency Services Australia Nominees Pty Limited acting by its attorney under power of attorney dated 2 February 2022 in the presence of:

**Attorney
Signature**



Steven Furlong

Name

By executing this IP Security Agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

**Witness
Signature**



Name

Andrew Jackson

Address for Notices: Level 23, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000

Telephone: +61 272 024 631

Email: apac@glas.agency

Attention: Transaction Management Group (AUB Group Limited)

Schedule 1

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR
COPYRIGHT REGISTRATIONS**

Registered Copyrights

None.

Copyrights Pending Registration Applications

None.

Copyright Licenses

None.

Schedule 1

Schedule 2

LIST OF PATENTS AND PATENT APPLICATIONS

Issued Patents

None.

Pending Patent Applications

None.

Patent Licenses

None.

Schedule 2

Schedule 3

LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS, INTERNET DOMAIN NAMES, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

Registered Trademarks

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
Integro Insurance Brokerage Services LLC	INTEGRO SHIELD	US	5749684	May 14, 2019
Integro Insurance Brokerage Services LLC	INTEGRO INSURANCE BROKERS	US	5760830	May 28, 2019
Integro Insurance Brokerage Services LLC	ROBERTSON TAYLOR	US	5246480	July 18, 2017
Integro Insurance Brokerage Services LLC		US	5065057	October 18, 2016
Integro Insurance Brokerage Services LLC	HOSTILE ENVIRONMENT LIABILITY PROTECTION	US	4762215	June 23, 2015
Integro Insurance Brokerage Services LLC	INTEGRO	US	3115346	July 11, 2006

Pending Trademark Applications

None.

Trademarks Licenses

None.

Internet Domain Names

None.