

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782842

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900721649		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broad Arrow Group, Inc.		08/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Doing Business As:			
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97284468	BROAD ARROW AUCTIONS	
Serial Number:	97152748	BROAD ARROW CAPITAL	
Serial Number:	97076831	BROAD ARROW GROUP	
Serial Number:	97165208	COLLECTORS GARAGE	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	5127704200		
Email:	aromanini@dickinson-wright.com		
Correspondent Name:	DICKINSON WRIGHT PLLC		
Address Line 1:	1825 EYE ST., NW		
Address Line 2:	SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	7-4344		
NAME OF SUBMITTER:	Deborah L. Germany		
SIGNATURE:	/Deborah L. Germany/		

DATE SIGNED:

01/27/2023

Total Attachments: 7

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Agreement”) is entered into as of into as of August 18, 2022 by and among Broad Arrow Group, Inc., a Delaware corporation (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Hagerty Group, LLC, a Delaware limited liability company (the “Borrower”), the lenders party thereto, and the Administrative Agent have entered into an Amended and Restated Credit Agreement dated as of December 12, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. In connection with the Credit Agreement, the Borrower and the other grantors party thereto entered into that certain Amended and Restated Pledge and Security Agreement dated as of October 27, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Administrative Agent. Grantor entered into that certain Subsidiary Joinder Agreement to the Security Agreement as of the date hereof. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of Grantor, including all right, title, and interest of Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, trademark licenses, Copyrights, copyright applications and copyright licenses and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, and any trademark issued pursuant to a trademark application referred to in Schedule 1, (items 1 through 2 being herein collectively referred to as the “Trademark Collateral”);

- (3) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, and any patent issued pursuant to a patent application (items 3 through 4 being herein collectively referred to as the "Patent Collateral");
- (5) each copyright and copyright application, including without limitation, each copyright and copyright application referred to in Schedule 3 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, or future infringement of any copyright, including without limitation, any copyright referred to in Schedule 3 attached hereto, and any copyright issued pursuant to a copyright application referred to in Schedule 3 (items 5 through 6 being herein collectively referred to as the "Copyright Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

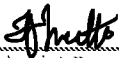
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

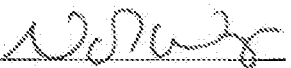
IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

BROAD ARROW GROUP, INC.

By: 
By: Frederick J. Turcotte (Aug 17, 2022 15:15 PDT)
Name: **Frederick J. Turcotte**
Title: **CFO**

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

By: 
Name: **Nathan Wright**
Title: **Authorized Signatory**

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS

Record Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Broad Arrow Group, Inc.	BROAD ARROW AUCTIONS	Foreign WIPO – pending	US, 25.02.2022, 97284468	February 25, 2022.	Pending	Pending
Broad Arrow Group, Inc.	BROAD ARROW CAPITAL	Foreign WIPO – pending	US, 02.12.2021, 97152748	February 12, 2021.	Pending	Pending
Broad Arrow Group, Inc.	BROAD ARROW GROUP	Foreign WIPO – pending	US, 15.10.2021, 97076831	October 15, 2021.	Pending	Pending
Broad Arrow Group, Inc.	COLLECTORS GARAGE	Foreign WIPO – pending	US, 09.12.2021, 97165208.	September 12, 2021.	Pending	Pending

TRADEMARKS

Record Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Broad Arrow Group, Inc.	BROAD ARROW AUCTIONS	US	N/A	N/A	97284468	February 25, 2022
Broad Arrow Group, Inc.	BROAD ARROW CAPITAL	US	N/A	N/A	97152748	December 2, 2021
Broad Arrow Group, Inc.	BROAD ARROW GROUP	US	N/A	N/A	97076831	October 15, 2021
Broad Arrow Group, Inc.	COLLECTORS GARAGE	US	N/A	N/A	97165208	December 9, 2021

TRADEMARK LICENSES

1. Auction Statement of Work, between Speed Digital and Broad Arrow Group, dated January 12, 2022.
2. Auction Mobility Platform License Agreement, effective December 29, 2021, by and between Broad Arrow Group and Auction Mobility, LLC.
3. Master Services Agreement between Broad Arrow Group and DocuSign, Inc.
4. Google Workspace Business Standard
5. Cfx Risk Software as a Service Agreement, dated July 7, 2022, by and between Cfx Risk Management and the Company.
6. Creditsafe Business Solutions Limited, dated March 10, 2022 and April 13, 2022 by Creditsafe and the Company.
7. Hagerty Garage + Social Consulting Agreement, effective November 12, 2021, between Member Hubs Holdings, LLC d/b/a Hagerty Garage + Social, Collector Car Sales, LLC and Broad Arrow Group, Inc.
8. Strategic Partnership Agreement, dated February 23, 2022, between the Company and Member Hubs Holdings, LLC.
9. Master Services and License Agreement, effective as of January 5, 2022, between the Company and Hagerty.

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

PATENT APPLICATIONS - NONE

PATENTS - NONE

PATENT LICENSES - NONE

SCHEDULE 3

Copyright Applications, Copyrights, and Copyright Licenses

COPYRIGHT APPLICATIONS - NONE

COPYRIGHTS - NONE

COPYRIGHT LICENSES - NONE