

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMWINS GROUP, LLC		09/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4788552	COPOWER VANTAGE POWERFUL PERKS	
Registration Number:	4678583	COPOWER VANTAGE	
Registration Number:	4245771	COPOWER ONE	
Registration Number:	4385073	COPOWER SUITE	
Registration Number:	4385072	COPOWER ALLIANCE	
Registration Number:	4385071	COPOWER SELECT	
Registration Number:	4696473	EMPOWER LETTING YOU TAKE CHARGE	
Registration Number:	2689361	COPOWER	
Registration Number:	5330192	YOUBENEFIT	
Registration Number:	5330191	YOUBENEFIT	
Registration Number:	4788575	QUOTESTAR NITRO	
Registration Number:	4788563	QUOTESTAR NITRO	
Registration Number:	4788564	QUOTESTAR	
Serial Number:	87227040	LISI DIGIONE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			

CH \$365.00 4788552

Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30045.00369

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 01/09/2023

Total Attachments: 7

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2019 (this “*Agreement*”), among AMWINS GROUP, LLC, a Delaware limited liability company located at 4725 Piedmont Row, Suite 600, Charlotte, NC 28210, (“*Grantor*”), and GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Guarantee and Collateral Agreement*”), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Credit Agreement*”), among Holdings, the Borrower, the Lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the First Lien Credit Agreement and is willing to execute and deliver the First Lien Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the First Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*IP Collateral*”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “*Trademarks*”);

(c) all copyrights in any work subject to the copyright laws of the United States, whether as author, assignee, or transferee;

(d) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those registrations listed on Schedule I ((c) and (d) collectively, the “*Copyrights*”); and

(e) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the IP Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the IP Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. First Lien Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the First Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, IP Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the First Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. 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, and shall become effective as provided in Section 7.04 of the First Lien Guarantee and Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Further Assurances. Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the IP Collateral.

SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AmWINS Group, LLC, a Delaware limited liability company



By: _____

Name: Scott M. Purviance

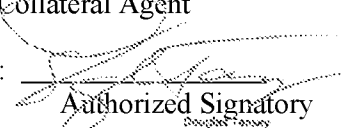
Title: Chief Executive Officer

TRADEMARK

REEL: 007941 FRAME: 0492


Acknowledged and Agreed by:


GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 
Authorized Signatory
Goldman Sachs
Authorized Signatory

SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations and Applications

Country	Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
United States	AmWINS Group, LLC	COPOWER VANTAGE <small>Powerful Peaks</small>	86311828	Jun 17, 2014	4788552	Aug 11, 2015	Registered
United States	AmWINS Group, LLC	COPOWER VANTAGE	86311743	Jun 17, 2014	4678583	Jan 27, 2015	Registered
United States	AmWINS Group, LLC	COPOWER ONE	85595655	Apr 12, 2012	4245771	Nov 20, 2012	Registered
United States	AmWINS Group, LLC	COPOWER SUITE	85599707	Apr 17, 2012	4385073	Aug 13, 2013	Registered
United States	AmWINS Group, LLC	COPOWER ALLIANCE	85599671	Apr 17, 2012	4385072	Aug 13, 2013	Registered
United States	AmWINS Group, LLC	COPOWER SELECT	85599551	Apr 17, 2012	4385071	Aug 13, 2013	Registered
United States	AmWINS Group, LLC	@mnpower <small>Letting you take charge</small>	85857559	Feb 22, 2013	4696473	Mar 3, 2015	Registered
United States	AmWINS Group, LLC	COPOWER	76324008	Oct 11, 2001	2689361	Feb 18, 2003	Registered
United States	AmWINS Group, LLC	LISI DIGIONE	87227040	Nov 4, 2016			Registered
United States	AmWINS Group, LLC	YOUBENEFIT	86722255	Aug 12, 2015	5330192	Nov 7, 2017	Registered
United States	AmWINS Group, LLC		86722234	Aug 12, 2015	5330191	Nov 7, 2017	Registered

United States	AmWINS Group, LLC		86314657	Jun 19, 2014	4788575	Aug 11, 2015	Registered
United States	AmWINS Group, LLC	QUOTESTAR NITRO	86313460	Jun 18, 2014	4788563	Aug 11, 2015	Registered
United States	AmWINS Group, LLC	QUOTESTAR	86313533	Jun 18, 2014	4788564	Aug 11, 2015	Registered

Copyrights Registrations and Applications

1. Copyright for "Phoenix"
 - a. Type of work: Computer File
 - b. Registration Number/Date: TX0008124840 / 2014-12-18
2. Copyright for "Magic"
 - a. Type of work: Computer File
 - b. Registration Number/Date: TXu001811321 / 2024-05-18

TRADEMARK

REEL: 007941 FRAME: 0495

RECORDED: 01/09/2023