

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784366

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXT INSURANCE, INC.		02/02/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	505 Howard Street, Floor 3
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6454216	NEXT
Serial Number:	90599942	NEXT
Serial Number:	90600345	NEXT
Serial Number:	90600770	NEXT
Serial Number:	90600794	NEXT
Serial Number:	90600735	NEXT
Serial Number:	90600820	NEXT
Registration Number:	5410271	NEXT INSURANCE
Registration Number:	5552369	NEXT INSURANCE
Serial Number:	87638789	NEXT INSURANCE

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.

Phone: 8004945225

Email: ipteam@cagencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1904197 TM SENIOR B
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	02/03/2023

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of February 2, 2023 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, Floor 3, San Francisco, California 94105 (“Bank”) and **NEXT INSURANCE, INC.**, a Delaware corporation, with its principal place of business located at 975 California Avenue, Palo Alto, California 94304 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **NEXT-INS HOLDING, INC.**, a Delaware corporation, **NEXT FIRST INSURANCE AGENCY, INC.**, a Delaware corporation, **NEXT CLAIMS MANAGEMENT, INC.**, a Delaware corporation, **PRESTWICK HOLDINGS, LLC**, a Massachusetts limited liability company, and **AP INTEGO INSURANCE GROUP, LLC**, a Massachusetts limited liability company (jointly and severally, individually and collectively, “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of August 26, 2021, as amended by a certain First Loan Modification Agreement dated as of the date hereof (as the same has been and as may be further amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. 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 Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank upon a three Business Days' prior written notice to Borrower to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California, or any other jurisdiction).

8. Termination. This Agreement shall terminate and be of no further force or effect immediately upon Bank's release of its Liens in the Collateral pursuant to the terms of Section 3.3 of the Loan Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NEXT INSURANCE, INC.

DocuSigned by:
Teodora Gouneva
7228D9CEEFC4B0...

By: Teodora Gouneva
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
C.J. Bradford
6C810500405B4A5...

By: C.J. Bradford
Title: Director

EXHIBIT A

Copyrights

Registration Title

Next Insurance Terms of Use.

Registration No.

TX0008958851

Registration Date

March 26, 2021

EXHIBIT B














Patents












There are none.

EXHIBIT C

Trademarks

Country	Trademark	Application No.	Application Date	Registration No.	Registered Date
USA	NEXT	90/319,703	11/14/2020	6,454,216	8/17/2021
International Registration (IR)	NEXT	IR1610140	5/5/2021	IR1610140	5/5/2021
European Union	NEXT	IR1610140	5/5/2021		
United Kingdom	NEXT	IR1610140	5/5/2021		
Israel	NEXT	IR1610140	5/5/2021		
USA	NEXT	90/599,942	3/24/2021		
International Registration (IR)	NEXT	IR1626573	8/25/2021	IR1626573	8/25/2021
European Union	NEXT	IR1626573	8/25/2021	IR1626573	4/7/2022
United Kingdom	NEXT	IR1626573	8/25/2021	IR1626573	2/24/2022
Israel	NEXT	IR1626573	8/25/2021	IR1626573	7/4/2022
USA	NEXT	90/600,345	3/24/2021		
International Registration (IR)	NEXT	IR1644734	8/25/2021	IR1644734	8/25/2021
European Union	NEXT	IR1644734	8/25/2021	IR1644734	7/7/2022
United Kingdom	NEXT	IR1644734	8/25/2021	IR1644734	5/10/2022

Israel		IR1644734	8/25/2021	IR1644734	10/3/2022
USA		90/600,770	3/24/2021		
International Registration (IR)		IR1626568	8/25/2021	IR1626568	8/25/2021
European Union		IR1626568	8/25/2021	IR1626568	4/7/2022
United Kingdom		IR1626568	8/25/2021	IR1626568	2/24/2022
Israel		IR1626568	8/25/2021	IR1626568	7/4/2022
USA		90/600,794	3/24/2021		
International Registration (IR)			8/25/2021	IR1626570	8/25/2021
European Union		IR1626570	8/25/2021	IR1626570	4/7/2022
United Kingdom		IR1626570	8/25/2021	IR1626570	2/24/2022
Israel		IR1626570	8/25/2021	IR1626570	7/4/2022
USA		90/600,735	3/24/2021		
International Registration (IR)			8/25/2021	IR1626749	8/25/2021

European Union		IR1626749	8/25/2021	IR1626749	4/7/2022
United Kingdom		IR1626749	8/25/2021		
Israel		IR1626749	8/25/2021	IR1626749	7/4/2022
USA		90/600,820	3/24/2021		
International Registration (IR)		IR1626571	8/25/2021	IR1626571	8/25/2021
European Union		IR1626571	8/25/2021	IR1626571	7/4/2022
United Kingdom		IR1626571	8/25/2021	IR1626571	2/24/2022
Israel		IR1626571	8/25/2021		
USA	NEXT INSURANCE	87/297,231	1/11/2017	5,410,271	2/27/2018
International Registration (IR)	NEXT INSURANCE	IR1566750	9/10/2020	IR1566750	9/10/2020
European Union	NEXT INSURANCE	IR1566750	9/10/2020		
United Kingdom	NEXT INSURANCE	IR1566750	9/10/2020	IR1566750	8/31/2021
Israel	NEXT INSURANCE	IR1566750	9/10/2020	IR1566750	11/2/2021
USA		87/638,796	10/9/2017	5,552,369	8/28/2018
International Registration (IR)		IR1566806	9/10/2020	IR1566806	9/10/2020
European Union		IR1566806	9/10/2020		

United Kingdom		IR1566806	9/10/2020	IR1566806	8/31/2021
Israel		IR1566806	9/10/2020	IR1566806	11/2/2021
USA		87/638,789	10/9/2017	5,552,368	8/28/2018
International Registration (IR)		IR1569439	9/10/2020	IR1569439	9/10/2020
European Union		IR1569439	9/10/2020		
United Kingdom		IR1569439	9/10/2020	IR1569439	8/17/2021
Israel		IR1569439	9/10/2020	IR1569439	11/2/2021

EXHIBIT D

Mask Works

There are none.