

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787226

|   |  |  |                       |
|---|--|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Intellectual Property Security Agreement |  |                       |
| <b>CONVEYING PARTY DATA</b>   |  |  |                       |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b>                    | <b>Entity Type</b>    |
| Haylor, Freyer & Coon, Inc.   |  | 02/15/2023                               | Corporation: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |  |  |                       |
| <b>Name:</b>  | Ares Capital Corporation, as Agent       |  |                       |
| <b>Street Address:</b>  | 245 Park Avenue                          |  |                       |
| <b>City:</b>  | New York                                 |  |                       |
| <b>State/Country:</b>   | NEW YORK                                 |  |                       |
| <b>Postal Code:</b>   | 10167                                    |  |                       |
| <b>Entity Type:</b>   | Corporation: MARYLAND                    |  |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |  |                       |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>                         |                       |
| <b>Registration Number:</b>   | 4869538                                  | INSURING ALL YOU VALUE                   |                       |
| <b>Registration Number:</b>   | 3068294                                  | THINK INSURANCE. THINK HAYLOR, FREYER AN |                       |
| <b>CORRESPONDENCE DATA</b>  |  |  |                       |
| <b>Fax Number:</b>  | 2127514864                               |  |                       |
| <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> |  |  |                       |
| <b>Phone:</b>   | 2129061209                               |  |                       |
| <b>Email:</b>   | JESS.BAJADA-BARTLETT@LW.COM              |  |                       |
| <b>Correspondent Name:</b>  | JESSICA BAJADA-BARTLETT                  |  |                       |
| <b>Address Line 1:</b>  | 1271 AVENUE OF THE AMERICAS              |  |                       |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10020                 |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 040786-0173                              |  |                       |
| <b>NAME OF SUBMITTER:</b>   | Jessica Bajada-Bartlett                  |  |                       |
| <b>SIGNATURE:</b>   | /s/ Jessica Bajada-Bartlett              |  |                       |
| <b>DATE SIGNED:</b>   | 02/15/2023                               |  |                       |
| <b>Total Attachments: 4</b>   |  |  |                       |
| source=Active_131291397_6_Alera Genstar - Supplement to IP Security Agreementt Feb-15-2023#page1.tif  |  |  |                       |
| source=Active_131291397_6_Alera Genstar - Supplement to IP Security Agreementt Feb-15-2023#page2.tif  |  |  |                       |
| source=Active_131291397_6_Alera Genstar - Supplement to IP Security Agreementt Feb-15-2023#page3.tif  |  |  |                       |
| source=Active_131291397_6_Alera Genstar - Supplement to IP Security Agreementt Feb-15-2023#page4.tif  |  |  |                       |

OP \$65.00 4869538

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Benson Blackburn, an Alera Group Agency, LLC, a Delaware limited liability company and Haylor, Freyer & Coon, Inc., a New York corporation (the “Grantors”) in favor of Ares Capital Corporation, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is hereby made to that certain Pledge and Security Agreement, dated as of September 30, 2021 (as supplemented by that certain Pledge and Security Agreement Joinder, dated as of February 15, 2022, that certain Pledge and Security Agreement Joinder, dated as of August 31, 2022, that certain Pledge and Security Agreement Joinder, dated as of the date hereof and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to the Security Agreement, hereby grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantors, and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks and Copyrights listed on Schedule I hereto;
- (b) [reserved];
- (c) all rights to sue or otherwise recover for past, present and future infringements, dilutions, misappropriations, or other violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (d) all income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements, dilutions, misappropriations, or other violations; and
- (e) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset; provided that, for the avoidance of doubt, any proceeds or receivables arising out of any Excluded Asset shall not constitute an Excluded Asset and shall be included within the

Collateral unless such proceeds or receivables separately constitute an Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the IP Collateral shall include, and the Grantors shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the Grantors hereunder shall be automatically released and the Grantors shall automatically be released from their obligations hereunder in the circumstances described in Article 8 or Section 9.22 of the Credit Agreement, as applicable.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to the Grantors, at the Grantors' expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office) that the Grantors shall reasonably request (such release documentation to be in a form reasonably satisfactory to such Grantor) to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party (other than as to the Agent's authority to execute and deliver such documents). The Grantors shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

**BENSON BLACKBURN, AN ALERA  
GROUP AGENCY, LLC**

DocuSigned by:

*Brian Caracciolo*

By:

C459C65CF3A0488...

Name: Brian Caracciolo

Title: Chief Financial Officer

**HAYLOR, FREYER & COON, INC.**

DocuSigned by:

*Brian Caracciolo*

By:

C459C65CF3A0488...

Name: Brian Caracciolo

Title: Chief Financial Officer

SCHEDULE I

U.S. Trademark Registrations:

| <b>Alera Agency Owner/Purchaser</b>          | <b>Registered Holder (If Different than Alera Agency Owner/Purchaser)</b> | <b>Mark</b>  | <b>Registration Number</b> | <b>Registration Date</b> |
|--|---|--|----------------------------|--------------------------|
| Benson Blackburn, an Alera Group Agency, LLC |   | BENSON BLACKBURN                                     | 5116064                    | 1/3/2017                 |
| Benson Blackburn, an Alera Group Agency, LLC |   | INSPIRED BY WHY                                      | 4476164                    | 1/28/2014                |
| Benson Blackburn, an Alera Group Agency, LLC |   | THE SHARED LENS                                      | 4476165                    | 1/28/2014                |
| Benson Blackburn, an Alera Group Agency, LLC |   | THE INSPIRED PURPOSE                                 | 4476166                    | 1/28/2014                |
| Benson Blackburn, an Alera Group Agency, LLC |   | THE VESTED OUTCOME                                   | 4476167                    | 1/28/2014                |
| Haylor, Freyer & Coon, Inc.                  |   | INSURING ALL YOU VALUE                               | 4869538                    | 12/15/2015               |
| Haylor, Freyer & Coon, Inc.                  |   | THINK INSURANCE, THINK HAYLOR, FREYER AND COON, INC. | 3068294                    | 3/14/2006                |

U.S. Copyright Registrations:

| <b>Alera Agency Owner/Purchaser</b> | <b>Registered Holder (If Different than Alera Agency Owner/Purchaser)</b> | <b>Title</b>   | <b>Registration Number</b> | <b>Registration Date</b> |
|-------------------------------------|---|--|----------------------------|--------------------------|
| Haylor, Freyer & Coon, Inc.         |   | ISO 9002 quality manual: Haylor, Freyer & Coon, Inc.     | TX0005151009               | 02/23/2000               |
| Haylor, Freyer & Coon, Inc.         |   | ISO 9002 quality procedures: Haylor, Freyer & Coon, Inc. | TX0005151010               | 02/23/2000               |