

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benson Blackburn, an Alera Group Agency, LLC		02/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5116064	BENSON BLACKBURN	
Registration Number:	4476164	INSPIRED BY WHY	
Registration Number:	4476165	THE SHARED LENS	
Registration Number:	4476166	THE INSPIRED PURPOSE	
Registration Number:	4476167	THE VESTED OUTCOME	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061209		
Email:	JESS.BAJADA-BARTLETT@LW.COM		
Correspondent Name:	JESSICA BAJADA-BARTLETT		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0173		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	02/15/2023		

OP \$140.00 5116064

Total Attachments: 4

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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: _____
Name: Brian Caracciolo
Title: Chief Financial Officer

HAYLOR, FREYER & COON, INC.

DocuSigned by:
Brian Caracciolo
By: _____
Name: Brian Caracciolo
Title: Chief Financial Officer

SCHEDULE I

U.S. Trademark Registrations:

Alera Agency Owner/Purchaser	Registered Holder (If Different than Alera Agency Owner/Purchaser)	Mark	Registration Number	Registration Date
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:

Alera Agency Owner/Purchaser	Registered Holder (If Different than Alera Agency Owner/Purchaser)	Title	Registration Number	Registration Date
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