

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789534

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SageSure Holdings, LLC		02/23/2023	Limited Liability Company: DELAWARE
SageSure Insurance Managers LLC		02/23/2023	Limited Liability Company: FLORIDA
SageSure Capital Holdings, Inc.		02/23/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lake Forest Bank & Trust Company, N.A.		
<b>Street Address:</b>	727 North Bank Lane		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4909304	STRATUS RISK UNDERWRITERS	
<b>Registration Number:</b>	6480631	SAGESURE	
<b>Registration Number:</b>	6402113	SAGESURE	
<b>Registration Number:</b>	5501137	SAGESURE	
<b>Registration Number:</b>	5662501	SAGESURE INSURANCE MANAGERS	
<b>Registration Number:</b>	5687032	SAGESURE INSURANCE MANAGERS	
<b>Serial Number:</b>	90240630	SAGESURE	
<b>Serial Number:</b>	90240635	SAGESURE	
<b>Serial Number:</b>	90240640	MYSAGESURE	
<b>Serial Number:</b>	97356091	STRATUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>	(312) 499-6700		

OP \$265.00 4909304

**Email:** tapatterson@duanemorris.com  
**Correspondent Name:** Michael A. Witt  
**Address Line 1:** 190 South LaSalle Street, Suite 3700  
**Address Line 2:** Duane Morris LLP  
**Address Line 4:** Chicago, ILLINOIS 60603

**NAME OF SUBMITTER:** Michael A. Witt

**SIGNATURE:** /Michael A. Witt/

**DATE SIGNED:** 02/24/2023

**Total Attachments: 9**

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**CONFIRMATORY GRANT  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Confirmatory Grant”), dated as of February 23, 2023, is made by **SAGESURE HOLDINGS, LLC**, a Delaware limited liability company, **SAGESURE INSURANCE MANAGERS LLC**, a Florida limited liability company, and **SAGESURE CAPITAL HOLDINGS, INC.**, a Delaware corporation (individually and collectively, “Borrower”), in favor of **LAKE FOREST BANK & TRUST COMPANY, N.A.**, a national banking association (together with its successors and assigns, the “Lender”).

**RECITALS**

**WHEREAS**, Borrower and Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof; and

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms of Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities (as defined in the Loan Agreement), Borrower hereby grants to Lender, a continuing security interest (and hereby confirms its grant of a continuing security interest to Lender under the Loan Agreement) in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired assets and property, wherever located (collectively, the “Intellectual Property”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for

past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “Patents”); and

(ii) trademarks, trademark registrations, trademark applications, trade names, tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of Borrower’s business connected and associated with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement is filed and has been accepted) (collectively, the “Trademarks”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “Copyrights”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of (and, as applicable, perfect) Lender’s security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Interest. Upon the Liabilities being Paid in Full and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower’s joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender; provided, however, Lender is permitted to amend the Exhibits attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's Liabilities and obligations hereunder without the prior written consent of Lender.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including, without limitation, ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

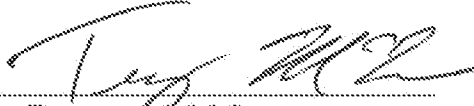
9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower; and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Lender or its agent.

10. Governing Law. This Confirmatory Grant 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 Confirmatory Grant and the transactions contemplated hereby shall be construed in all respects in accordance with, and enforced and governed by the internal laws of the State of Illinois, without regard to conflicts of law principles.

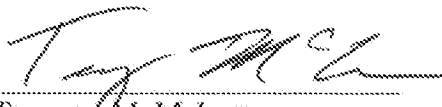
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

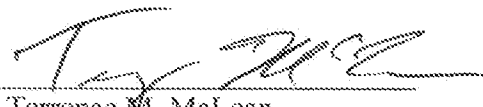
**SAGESURE HOLDINGS, LLC**

By:   
Name: Terrence M. McLean  
Title: President

**SAGESURE INSURANCE MANAGERS LLC**

By:   
Name: Terrence M. McLean  
Title: President

**SAGESURE CAPITAL HOLDINGS, INC.**

By:   
Name: Terrence M. McLean  
Title: President

Agreed and Accepted:

**LAKE FOREST BANK & TRUST COMPANY, N.A.**

By: *Lena Dawson*  
Name: Lena Dawson  
Its: President, Wintrust Agency Lending



EXHIBIT A

PATENTS

None.



EXHIBIT B  
TRADEMARKS

MARK	SERIAL NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
STRATUS RISK UNDERWRITERS	4909304	3/1/2016	SageSure Insurance Managers, LLC	LIVE
SAGESURE	6480631	9/7/2021	SageSure Insurance Managers, LLC	LIVE
SAGESURE	6402113	6/29/2021	SageSure Insurance Managers, LLC	LIVE
SAGESURE	5501137	6/26/2018	SageSure Insurance Managers, LLC	LIVE
SAGESURE INSURANCE MANAGERS  	5662501	1/22/2019	SageSure Insurance Managers, LLC	LIVE
SAGESURE INSURANCE MANAGERS  	5687032	2/26/2019	SageSure Insurance Managers, LLC	LIVE

TRADEMARK APPLICATIONS


MARK	SERIAL NO. / REGISTRATION NO.	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
SAGESURE 	90240630	10/7/2020	SageSure Insurance Managers, LLC	Published
SAGESURE	90240635	10/7/2020	SageSure Insurance Managers, LLC	10/11/21 Opposition pending
MYSAGESURE	90240640	10/7/2020	SageSure Insurance Managers, LLC	10/11/21 Opposition pending
STRATUS	97356091	4/10/2022	SageSure Insurance Managers, LLC	Pending

EXHIBIT C  
COPYRIGHTS

None.