

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AllWest Insurance Services Ltd.		03/16/2023	Limited Corporation: CANADA
Benefits Direct Corp.		03/16/2023	Corporation: CANADA
C & C Insurance Consultants Ltd.		03/16/2023	Corporation: CANADA
Dehoney Financial Group Ltd.		03/16/2023	Limited Corporation: CANADA
Doug Whitley Insurance Brokers Limited		03/16/2023	Limited Corporation: CANADA
Insurance Store Inc.		03/16/2023	Corporation: CANADA
Ives Insurance Brokers Ltd.		03/16/2023	Limited Corporation: CANADA
Jones DesLauriers Insurance Management Inc.		03/16/2023	Corporation: CANADA
Lloyd Sadd Insurance Brokers Ltd.		03/16/2023	Limited Corporation: CANADA
Navacord Corp.		03/16/2023	Corporation: CANADA
Northern Insurance Brokers Inc.		03/16/2023	Corporation: CANADA
Safety Insurance Service (1959) Ltd.		03/16/2023	Limited Corporation: CANADA
Selectpath Benefits & Financial Inc.		03/16/2023	Corporation: CANADA
Specialty Risk Underwriters Inc.		03/16/2023	Corporation: CANADA
TriPoint Insurance Underwriting Inc.		03/16/2023	Corporation: CANADA

RECEIVING PARTY DATA

Name:	ANKURA TRUST COMPANY, LLC
Street Address:	140 Sherman Street
Internal Address:	Fourth Floor
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

OP \$140.00 5243654

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5243654	NAVACORD
Registration Number:	5243655	NAVACORD
Registration Number:	5234637	NAVACORD
Registration Number:	5225731	NAVACORD COMPANY
Registration Number:	5952740	

CORRESPONDENCE DATA

Fax Number: 3123451718

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: 3123451718

Email: USDocket@lewisbrisbois.com

Correspondent Name: Jill Anderfuren, Lewis Brisbois

Address Line 1: 550 West Adams Street

Address Line 2: Suite 300

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Jill Anderfuren

SIGNATURE: /ja/

DATE SIGNED: 03/30/2023

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is entered into as of March 16, 2023 by and among the undersigned corporations (the “Grantors”) and Ankura Trust Company, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, the Grantors are party to that certain General Security Agreement, dated as of March 16, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favour of the Collateral Agent pursuant to which the Grantors granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the prospective purchasers to acquire the Notes, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each of the Grantors hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to the Grantor respectively, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each of the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the province of Ontario and the federal laws of Canada applicable therein.

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IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALLWEST INSURANCE SERVICES LTD.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Executive Vice President

BENEFITS DIRECT CORP.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: President and Chief Executive Officer

C & C INSURANCE CONSULTANTS LTD.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Chief Executive Officer

DEHONEY FINANCIAL GROUP LTD.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Executive Vice President

DOUG WHITLEY INSURANCE BROKERS LIMITED

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Chief Executive Officer

INSURANCE STORE INC.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Executive Vice President

IVES INSURANCE BROKERS LTD.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Executive Vice President

JONES DESLAURIERS INSURANCE MANAGEMENT INC.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Executive Vice-President

LLOYD SADD INSURANCE BROKERS LTD.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: Executive Vice-President

NAVACORD CORP.

as Grantor

By: SDeSantis

Name: Shawn DeSantis

Title: President and Chief Executive Officer

NORTHERN INSURANCE BROKERS INC.
as Grantor

By: 
Name: Shawn DeSantis
Title: Executive Vice President

SAFETY INSURANCE SERVICE (1959) LTD.
as Grantor

By: 
Name: Shawn DeSantis
Title: President

SELECTPATH BENEFITS & FINANCIAL INC.
as Grantor

By: 
Name: Shawn DeSantis
Title: Executive Vice President

SPECIALTY RISK UNDERWRITERS INC.
as Grantor

By: 
Name: Shawn DeSantis
Title: President and Chief Executive Officer

TRIPPOINT INSURANCE UNDERWRITING INC.
as Grantor

By: 
Name: Shawn DeSantis
Title: Executive Vice President

Accepted and Agreed:

ANKURA TRUST COMPANY, LLC
as Collateral Agent


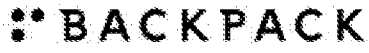

By: 

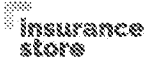
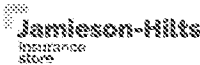



Name: Krista Gulalo







Title: Managing Director






SCHEDULE I




CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS:

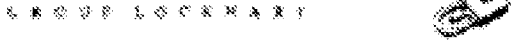


Owner	Trademark	Application No. / Registration No.
Allwest Insurance Services Ltd.	ALLWEST DIRECT	TMA933955
	ALLWEST INSURANCE	TMA737996
	ALLWEST INSURANCE SERVICES	TMA933957
	WE COME TO YOU, WHEREVER YOU ARE.	1982999
	WE'RE ALL ABOUT YOU	TMA746683
Benefits Direct Corp.	BENEFITS DIRECT	2007462
	 BENEFITS DIRECT & Design	2018848
C & C Insurance Consultants Ltd.	 backpack design	2019105
	BACKPACK	2019106
	DIRECT2U	2019107
	I.M. WELL	TMA1001139
Dehoney Financial Group Ltd.	DEHONEY FINANCIAL GROUP	TMA807131
	MORE THAN A BUSINESS RELATIONSHIP	TMA790737
Doug Whitley Insurance Brokers Limited	 WN WHITLEY NEWMAN & DESIGN	2223818
Insurance Store Inc.	INSURANCE STORE	TMA1022772

Owner	Trademark	Application No. / Registration No.
	 INSURANCE STORE & DESIGN	TMA1021936
	 JAMIESON-HILTS INSURANCE STORE & DESIGN	TMA1020735
	 CORNER LOGO	TMA1021937
	For a higher level of confidence	TMA573715
	nobleinsurance nobleinsurance DESIGN	TMA570251
	 NOBLE INSURANCE STORE & DESIGN	TMA1075872
	 ST CLAIR INSURANCE STORE & DESIGN	TMA1021931
Ives Insurance Brokers Ltd.	YOUR 50 PLUS ADVANTAGE	TMA716633
	YOUR 50 PLUS	TMA716634
	YOUR 50 PLUS INSURANCE BROKERS	TMA667168



Owner	Trademark	Application No. / Registration No.
Jones DesLauriers Insurance Management Inc. / Gestion d'Assurances Jones DesLauriers Inc.	 JD & DESIGN	2201682
	 JD JONES DESLAURIERS & DESIGN	2201679
	JONES DESLAURIERS	2201670
	OUR PRODUCT IS PEACE OF MIND	TMA457687
	 TH DESIGN	TMA181224
Lloyd Sadd Insurance Brokers Ltd.	BUILDING PEACE OF MIND	TMA506960
	WE LISTEN. WE THINK. WE DELIVER.	1944566
Navacord Corp.	NAVACORD	TMA919380
	 NAVACORD & DESIGN	TMA919471
	 NAVACORD NAVACORD & DESIGN	TMA919470
	 NAVACORD COMPANY & DESIGN	TMA943793
	LOCAL TOUCH. NATIONAL STRENGTH.	1969792
	NAVASURE	1976290



Owner	Trademark	Application No. / Registration No.
	BONDLINE	1991560
	 NAVASURE & DESIGN	1976289
	Northern Insurance Brokers Inc.	 NORTHERN INSURANCE BROKERS & DESIGN
 ALGOMA FINANCIAL GROUP & Design		TMA735731
THE INSURANCE DEPOT		TMA540620
Safety Insurance Service (1959) Ltd.	 THE SAFETY GROUP THE SAFETY GROUP & Design	TMA562367
	SAFETY	TMA805993
Selectpath Benefits & Financial Inc.	 Beneflex (stylized)	TMA1083342

Owner	Trademark	Application No. / Registration No.
	<p style="text-align: center;">BeneFLEX</p> <p style="text-align: center;">BeneFLEX DESIGN HIRE TO RETIRE</p>	TMA713243
	<p style="text-align: center;">HIRE TO RETIRE</p>	TMA1049340
	<p style="text-align: center;">SELECTPATH </p> <p style="text-align: center;">Selectpath & design</p>	TMA1018356
	<p style="text-align: center;">SELECTPATH  GUIDING PROFESSIONAL SOLUTIONS GPS</p> <p style="text-align: center;">Selectpath GPS & Design</p>	TMA1018348
	<p style="text-align: center;">GUIDING PROFESSIONAL STRATEGY GPS</p> <p style="text-align: center;">GPS & DESIGN THE RIGHT PATH</p>	TMA1018355
	<p style="text-align: center;">THE RIGHT PATH</p>	TMA981119
	<p style="text-align: center;">THE RIGHT PATH</p>	TMA645500
	<p style="text-align: center;"> selectpath</p> <p style="text-align: center;">SELECTPATH & Design</p>	TMA642022

Owner	Trademark	Application No. / Registration No.
	 <p>GROUP LOCKHART & LOGO DESIGN</p>	TMA468146
Specialty Risk Underwriters Inc.	 <p>SRU Circle Design</p>	TMA860497
TriPoint Insurance Underwriting Inc.	 <p>TriPoint Insurance Underwriting Inc. & Design</p>	TMA1025228
	<p>TRIPOINT</p>	TMA1011504

US TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner	Trademark	US Registration Number
Insurance Store Inc.		5952740
Navacord Corp.	<p>NAVACORD</p>	5243654
	 <p>NAVACORD</p>	5243655

Owner	Trademark	US Registration Number
	 <p>NAVACORD</p>	5234637
	 <p>NAVACORD COMPANY</p>	5225731