

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TigerRisk Partners LLC		04/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4158823	TIGEREYE	
Registration Number:	6182404	TIGERRISK	
Registration Number:	6182405	TIGERRISK PARTNERS	
Registration Number:	6182406	TIGERRISK PARTNERS	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1975414		
NAME OF SUBMITTER:	Jonathan R. Larson		
SIGNATURE:	/Jonathan R. Larson/		
DATE SIGNED:	04/28/2023		
Total Attachments: 5			

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2023 (this “*Agreement*”), is entered into among TigerRisk Partners LLC, a Delaware limited liability company (the “*Grantor*”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) that certain Second Lien U.S. Collateral Agreement dated as of October 1, 2021 (as amended, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among VK Underwriters, Dual Commercial, Dual North America, the Additional Grantors from time to time party thereto and the Collateral Agent and (b) that certain Second Lien Credit Agreement, dated as of October 1, 2021 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of April 21, 2022 and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Lenders from time to time party thereto, the Administrative Agent and the Collateral Agent.

The Lenders have agreed to extend credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Company, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver the Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) the United States Trademark applications and registrations, as applicable, of the Grantor listed on Schedule I attached hereto (but excluding any Trademark applications filed in the United States Patent and Trademark Office (or similar governmental authority) on the basis of the applicable Grantor’s “intent-to-use” such Trademark prior to the filing with and acceptance by the United States Patent and Trademark Office (or similar governmental authority) of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, the grant of a security interest therein could impair the validity or enforceability of such intent-to-use Trademark application (or any Trademark registration therefrom) under Applicable Law);
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Collateral Agreement as its term is set forth therein.

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, and shall become effective as provided in Section 6.04 of the Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

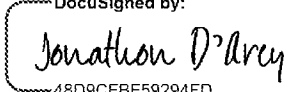
SECTION 7. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. Wilmington Trust, National Association is acting under this Agreement in its sole capacity as a Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted under the Credit Agreement, as if such rights privileges and immunities were set forth herein.

[Remainder of this page intentionally left blank]

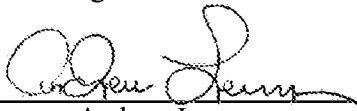
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TIGERRISK PARTNERS LLC
as a Grantor

DocuSigned by:

By: _____
Name: Jonathon D'Arcy
Title: Chief Financial Officer

Acknowledged and Agreed by:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Collateral Agent

By:  _____

Name: Andrew Lennon
Title: Assistant Vice President

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Grantor	Mark	Registration Number	Registration Date
TigerRisk Partners LLC	TIGEREYE	4158823	12-JUN-2012
TigerRisk Partners LLC	TIGERRISK	6182404	27-OCT-2020
TigerRisk Partners LLC	TIGERRISK PARTNERS	6182405	27-OCT-2020
TigerRisk Partners LLC	TIGERRISK PARTNERS & Design	6182406	27-OCT-2020

Trademark Applications

None.