

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM818892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hub International Midwest Limited		06/20/2023	Corporation: INDIANA
Specialty Program Group LLC		06/20/2023	Limited Liability Company: DELAWARE
Hub International New England, LLC		06/20/2023	Limited Liability Company: MASSACHUSETTS
Squaremouth, LLC		06/20/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1300 Thames Street, Thames Street Wharf, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	85876038	DISSINGER REED	
Serial Number:	85875958	D:R	
Serial Number:	85875951	COVERAGE BACKER	
Serial Number:	85875945	PROTECTING YOUR SECONDARY	
Serial Number:	86661061	HEADSTRONG CONCUSSION INSURANCE	
Serial Number:	88818300	COST CAP	
Serial Number:	86622516	HEADSTRONG	
Serial Number:	88274948	IB INSURANCE	
Serial Number:	85486465	PRO TEC TOOL & EQUIPMENT COVERAGE	
Serial Number:	86834012	PARTNERONE ENVIRONMENTAL	
Serial Number:	86760761	MOVER'S CHOICE	
Serial Number:	86760764	BIZCHOICE	
Serial Number:	76207465	CM&F GROUP, INC.	
Serial Number:	87907640	RISK DIFFERENTIATION UNDERWRITING	

TRADEMARK

900780810

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Property Type	Number	Word Mark
Serial Number:	87907634	RDU
Serial Number:	87547359	RISK DIFFERENTIATION UNDERWRITING
Serial Number:	87379020	BSMG BROKERS' SERVICE MARKETING GROUP
Serial Number:	75736780	TECHINSURANCE
Serial Number:	87377400	BUSINESS INSURANCE NOW
Serial Number:	97910938	INSUREON
Serial Number:	90034043	INSUREON ACCELERATE
Serial Number:	87377432	INSUREON SOLUTIONS
Serial Number:	78521392	SQUAREMOUTH
Serial Number:	97470033	TIN LEG A SQUAREMOUTH BRAND

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	06/21/2023

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Hub International Midwest Limited

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Indiana, USA
☐ Other _____

Citizenship (see guidelines) Indiana, USA

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 20, 2023

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: MORGAN STANLEY SENIOR FUNDING, INC.

Street Address: 1300 Thames Street, Thames Street Wharf, 4th Floor

City: Baltimore

State: MD

Country: USA Zip: 21231

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 30860-1033

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

Sophie Bolt

Name of Person Signing

June 21, 2023

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 008105 FRAME: 0534

NAMES OF CONVEYING PARTIES

Entity	Jurisdiction	Address
Specialty Program Group LLC	Delaware	180 River Road 2nd Floor Summit, NJ 07901
Hub International Midwest Limited	Indiana	55 E. Jackson Blvd. Floor 14A Chicago, Illinois 60604
Hub International New England, LLC	Massachusetts	300 Ballardvale Street Wilmington, MA 01887
Squaremouth, LLC	Florida	200 Central Ave Suite 430 St. Petersburg, FL 33701

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 20, 2023 (this "Agreement"), among the Persons listed on the signature pages hereto (each a "Grantor") and Morgan Stanley Senior Funding, Inc. ("Morgan Stanley") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of April 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Hockey Intermediate Inc., a Delaware corporation ("Holdings"; as further defined in the Credit Agreement), Hub International Limited, a Delaware corporation, (the "U.S. Borrower"; as further defined in the Credit Agreement), each of the subsidiaries of the U.S. Borrower, Hub International Canada West ULC (the "Canadian Borrower"; as further defined in the Credit Agreement) the Lenders from time to time party thereto, Morgan Stanley, as the U.S. Administrative Agent, the Collateral Agent and U.S. Dollar Swingline Lender, the Canadian Administrative Agent and Canadian Dollar Swingline Lender, the other agents party thereto and the other parties from time to time party thereto and (b) the Amended and Restated U.S. Security Agreement dated as of June 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Holdings, the U.S. Borrower, the U.S. Subsidiary Grantors from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

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 Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers, and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby confirms its prior pledge, collateral assignment, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties of, a continuing security interest (the "Security Interest") in all of such Grantor's right in, and title and interest to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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. 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 signed counterpart of this Agreement.

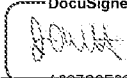
SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

[Signature Pages Follow]

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

**HUB INTERNATIONAL MIDWEST LIMITED
HUB INTERNATIONAL NEW ENGLAND LLC
SPECIALTY PROGRAM GROUP LLC
SQUAREMOUTH, LLC**

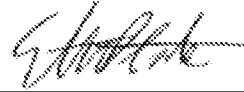
By:  DocuSigned by:
A027C0E9298845E...
Name: John M. Albright
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008105 FRAME: 0538**

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:



Name: Ethan Plater
Title: Authorized Signatory

SCHEDULE I

Owner	Trademark	Serial No.	Registration No.
Hub International Midwest Limited	DISSINGER REED	85876038	4418568
Hub International Midwest Limited	D:R	85875958	4418560
Hub International Midwest Limited	COVERAGE BACKER	85875951	4450449
Hub International Midwest Limited	PROTECTING YOUR SECONDARY	85875945	4418559
Hub International Midwest Limited	HEADSTRONG CONCUSSION INSURANCE	86661061	4885932
Hub International Midwest Limited	COST CAP	88818300	6258467
Hub International Midwest Limited	HEADSTRONG	86622516	4934084
Hub International Midwest Limited	IB INSURANCE	88274948	5968949
Hub International New England LLC	PRO TEC TOOL & EQUIPMENT COVERAGE	85486465	4182713
Specialty Program Group LLC	PARTNERONE ENVIRONMENTAL	86834012	5067275
Specialty Program Group LLC	MOVER'S CHOICE	86760761	5071305
Specialty Program Group LLC	BIZCHOICE	86760764	5144287
Specialty Program Group LLC	CM&F GROUP, INC.	76207465	2787927
Specialty Program Group LLC	RISK DIFFERENTIATION UNDERWRITING	87907640	5634769
Specialty Program Group LLC	RDU	87907634	5632560
Specialty Program Group LLC	RISK DIFFERENTIATION UNDERWRITING DESIGN	87547359	5416932
Specialty Program Group LLC	BSMG BROKERS' SERVICE MARKETING GROUP	87379020	5310459
Specialty Program Group LLC	TECHINSURANCE	75736780	2364402
Specialty Program Group LLC	BUSINESS INSURANCE NOW	87377400	5327398
Specialty Program Group LLC	INSUREON	97910938	
Specialty Program Group LLC	INSUREON ACCELERATE	90034043	6412870
Specialty Program Group LLC	INSUREON SOLUTIONS	87377432	5921347
Squaremouth, LLC	SQUAREMOUTH	78521392	3077818
Squaremouth, LLC	TIN LEG A SQUAREMOUTH BRAND (and design)	97470033	