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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM828154

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTEGRATED SPECIALTY COVERAGES, LLC		07/28/2023	Limited Liability Company: DELAWARE
ABACUS INSURANCE BROKERS, LLC		07/28/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	BLUE OWL CREDIT INCOME CORP., as collateral agent
Street Address:	399 Park Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6060653	INTEGRATED SPECIALTY COVERAGES
Registration Number:	5146291	INTELLIGENTLY DELIVERED

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	42845.00072
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	07/31/2023

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 28, 2023, is made by INTEGRATED SPECIALTY COVERAGES, LLC, a Delaware limited liability company and ABACUS INSURANCE BROKERS, LLC, a California limited liability company (each a "Grantor"), and collectively the "Grantors"), in favor of BLUE OWL CREDIT INCOME CORP., as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of July 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IVORY PURCHASER, LLC, a Delaware limited liability company ("Holdings"), INTEGRATED SPECIALTY COVERAGES, LLC, a Delaware limited liability company (the "Parent Borrower"), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Parent Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of July 28, 2023 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Parent Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; <u>provided</u> that, applications in the United States Patent and Trademark

Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.
- 6. <u>GOVERNING LAW</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTEGRATED SPECIALTY COVERAGES, LLC,

a Delaware limited liability company,

as a Grantor

Matt Grossberg

DocuSigned by:

By: Mame: Matthew Grossberg

Title: Chief Executive Officer

ABACUS INSURANCE BROKERS, LLC,

a California limited liability company,

as a Grantor

DocuSigned by:

By: Matt Grossburg

Name: Matthew Grossberg
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

BLUE OWL CREDIT INCOME CORP., as the Collateral Agent

By: Blue Owl Credit Advisors LLC, its Investment Advisor

By: MMehle

Name: Meenal Mehta Title: Authorized Signatory

REEL: 008149 FRAME: 0705

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

RECORDED: 07/31/2023

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
INTEGRATED SPECIALTY COVERAGES, LLC	88117173	6060653	INTEGRATED SPECIALTY COVERAGES
ABACUS INSURANCE BROKERS, LLC	87104677	5146291	INTELLIGENTLY DELIVERED

Schedule A