

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BUCKNER PARTNERS, LLC		08/04/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	155 Wellington Street West, 8th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 3K7		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5761969	BUCKNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Sophie Bolt		
<b>SIGNATURE:</b>	/Sophie Bolt/		
<b>DATE SIGNED:</b>	08/08/2023		
<b>Total Attachments: 7</b>			
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source=BroadStreet-RBC - Trademark Security Agreement (Term Loan Joinder) (Buckner) - Cover Sheet#page2.tif			
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source=BroadStreet-RBC - Trademark Security Agreement (Term Loan Joinder) (Buckner) - Cover Sheet#page7.tif

# 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.

<p><b>1. Name of conveying party(ies):</b></p> <p>BUCKNER PARTNERS, LLC</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership                      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>LLC</u></p> <p>Citizenship (see guidelines) <u>DE, USA</u></p> <p>Additional names of conveying parties attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p><b>3. Nature of conveyance/Execution Date(s) :</b></p> <p>Execution Date(s) <u>August 4, 2023</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached?   <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Name: <u>Royal Bank of Canada, as Collateral Agent</u></p> <p>Street Address: <u>155 Wellington Street West, 8th Floor</u></p> <p>City: <u>Toronto</u></p> <p>State: <u>Ontario</u></p> <p>Country: <u>Canada</u>                      Zip: <u>M5V 3K7</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input type="checkbox"/> Corporation    Citizenship _____  <input checked="" type="checkbox"/> Other <u>Bank</u>                      Citizenship <u>CANADA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:   <input type="checkbox"/> Yes   <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
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<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)                      Text  <u>See Schedule B</u></p>	<p>B. Trademark Registration No.(s)  <u>See Schedule B</u></p>
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Additional sheet(s) attached?    Yes    No

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

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Sophie Bolt</u></p> <p>Internal Address: <u>Cahill Gordon &amp; Reindel LLP</u></p> <p>Street Address: <u>32 Old Slip</u></p> <p>City: <u>NYC</u></p> <p>State: <u>NY</u>                      Zip: <u>10005</u></p> <p>Phone Number: <u>(212) 701-3365</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>SBolt@cahill.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>                      <span style="border: 1px solid black; padding: 5px; font-size: 24px;">1</span></p> <p><b>7. Total fee</b> (37 CFR 2.6(b)(6) &amp; 3.41)                      \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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<b>9. Signature:</b> <u>Sophie Bolt</u>	<u>August 7, 2023</u>
Signature	Date
<u>Sophie Bolt</u>	Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 5px; font-size: 24px;">7</span>
Name of Person Signing	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated August 4, 2023, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of ROYAL BANK OF CANADA, as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Term Loan Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Term Loan Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Term Loan and Guaranty Agreement, dated as of May 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**”), by and among the Top Borrower, Westland Insurance Group Ltd., a corporation incorporated under the laws of the Province of British Columbia (the “**Canadian Borrower**” and, together with the Top Borrower, collectively, the “**Borrowers**”), certain subsidiaries of the Top Borrower party thereto from time to time, as Guarantors, the Lenders party thereto from time to time and Royal Bank of Canada, as Administrative Agent and Collateral Agent;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the entry into Hedge Agreements and Cash Management Agreements by the Lender Counterparties from time to time, each Grantor has executed and delivered that certain U.S. Pledge and Security Agreement, dated as of May 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among, *inter alios*, the Grantors, the Administrative Agent and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

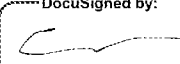
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signatures pages to follow]*

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BUCKNER PARTNERS, LLC**

DocuSigned by:  
By:   
Name: Erin E. West  
Title: Treasurer


**Schedule A**

**Patents**

None.

**Schedule B**

**Trademarks**

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
1.  Buckner	Registered	88141308	10/03/2018	5,761,969	05/2/2019	The Buckner Company, Inc. n/k/a Buckner Partners, LLC



**Schedule C**

**Copyrights**

None.