

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NIW AP, LLC		08/04/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5078869	TRI-ZEN	
Serial Number:	85777744	KAI-ZEN	
Serial Number:	88435380	ILIA	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020-1605		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	08/09/2023		
Total Attachments: 5			
source--Executed - SFMH _ Antares Joinder _ NIW _ Trademark Security Agreement#page1.tif			
source--Executed - SFMH _ Antares Joinder _ NIW _ Trademark Security Agreement#page2.tif			

CH \$90.00 5078869

source=-Executed - SFMH - Antares Joinder - NIW - Trademark Security Agreement#page3.tif

source=-Executed - SFMH - Antares Joinder - NIW - Trademark Security Agreement#page4.tif

source=-Executed - SFMH - Antares Joinder - NIW - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2023, (this "Agreement") is made by NIW AP, LLC ("Grantor") in favor of Antares Capital, LP ("Antares Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WHEREAS, pursuant to the Credit Agreement, dated as of December 2, 2020 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by Pequod Merger Sub Inc., a Delaware corporation (the "Initial Borrower"; Initial Borrower together with its permitted successors and assigns, including Simplicity Financial Marketing Group Holdings Inc., a Delaware corporation, from and after the consummation of the Closing Date Acquisition, the "Borrower"), Pequod Midco Inc., a Delaware corporation ("Holdings"), as a Guarantor, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 2, 2020 in favor of Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in Section 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[Signature Page Follows]

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

NIW AP, LLC

By: 
Name: Mitch Leidner
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By: _____
Name: Andrew Jones
Title: Duly Authorized Signatory

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By:  _____

Name: Andrew Jones

Title: Duly Authorized Signatory

TRADEMARK REGISTRATIONS

SCHEDULE I

Name of Loan Party	Jurisdiction	Serial No.	Registration No.	Registration Date	Registered Owner	Mark
NIW AP, LLC	United States	86629415	5,078,869	November 8, 2016	NIW AP, LLC	Tri-Zen
NIW AP, LLC	United States	85777744	4,371,430	July 23, 2013	NIW AP, LLC	Kai-Zen
NIW AP, LLC	United States	88435380	5,979,776	February 4, 2020	NIW AP, LLC	ILIA