

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insurance Technologies, LLC		09/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Fund VII Investors (Ascend), L.P.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3956037	FIRELIGHT	
Registration Number:	5183440	FIRELIGHT	
Registration Number:	5297544	FIRELIGHT EAPP	
Registration Number:	4514321	FORESIGHT	
Registration Number:	4514322	FORESIGHT	
Registration Number:	2587234	FORESIGHT	
Serial Number:	97538036	HEXURE	
Registration Number:	5136067	IXN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	49678-1		

CH \$215.00 3956037

NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	09/22/2023
Total Attachments: 5 source=Trademark Short Form Security Agreement - Hexure (Executed)_(100101513_1)#page1.tif source=Trademark Short Form Security Agreement - Hexure (Executed)_(100101513_1)#page2.tif source=Trademark Short Form Security Agreement - Hexure (Executed)_(100101513_1)#page3.tif source=Trademark Short Form Security Agreement - Hexure (Executed)_(100101513_1)#page4.tif source=Trademark Short Form Security Agreement - Hexure (Executed)_(100101513_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of September 20, 2023 (this “**Agreement**”), between INSURANCE TECHNOLOGIES, LLC, a Delaware limited liability company (the “**Grantor**”) and THL FUND VII INVESTORS (ASCEND), L.P., a Delaware limited partnership, as a lender (the “**Lender Representative**”).

Reference is made to (a) the Pledge and Security Agreement dated as of September 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among IT PARENT, LLC, a Delaware limited liability company (the “**Borrower**”), ASCEND ACQUISITION CO., LLC, a Delaware limited liability company (“**Holdings**”), the other Grantors from time to time party thereto and the Lender Representative, and (b) the Secured Revolving Promissory Note dated as of September 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note**”), among the Borrower, the Lenders party thereto and the Lender Representative. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Note. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Note and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, 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. The rules of construction specified in Section 1.01 of the Security 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 its Secured Obligations, the Grantor, hereby grants to the Lender Representative (on behalf of itself and the other Lenders) a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. 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 for Trademarks record this Agreement. The security interests granted to the Lender Representative (for the benefit of itself and the other Lenders) herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender Representative (for the benefit of itself and the other Lenders) pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender Representative with respect to the Trademark 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. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Lender Representative shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. 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.

SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Trademark Security Agreement as of the date first above written.

INSURANCE TECHNOLOGIES, LLC

DocuSigned by:

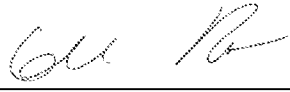
Jaylene Kunze

By: _____
FD89D6FCD20342F...

Name: Jaylene Kunze

Title: Chief Financial Officer, Secretary &
Treasurer

**THL FUND VIII INVESTORS (ASCEND),
L.P.,**
as Lender Representative

By: 
Name: Ganesh B. Rao
Title: Authorized Person

Schedule I

United States Trademarks and Trademark Applications

<u>MARK</u>	<u>Country</u>	<u>Application #/ Registration #</u>	<u>Application Date/ Registration Date</u>	<u>Status</u>
FIRELIGHT	U.S.	3956037	May 03 2011	Registered
FIRELIGHT	U.S.	5183440	Apr 11 2017	Registered
FIRELIGHT	Canada	TMA1002557	Aug 10 2018	Registered
FIRELIGHT EAPP	U.S.	5297544	Sep 26 2017	Registered
FIRELIGHT EAPP	Canada	TMA994434	Apr 13 2018	Registered
FORESIGHT	U.S.	4514321	Apr 15 2014	Registered
FORESIGHT	U.S.	4514322	Apr 15 2014	Registered
FORESIGHT & Design 	U.S.	2587234	Jul 02 2002	Registered
HEXURE	U.S.	97538036	Aug 5 2022	Pending
	U.S.	5136067	Feb 7 2017	Registered