

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871630

<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>
Specialty Program Group LLC		01/26/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1300 Thames Street, 4th Floor		
<b>Internal Address:</b>	Thames Street Wharf		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4751091	AGENCYONE	
<b>Registration Number:</b>	7179545	IN4FA	
<b>Serial Number:</b>	97410115	INSURANCE NETWORK FOR FIDUCIARY ADVISORS	
<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>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		
<b>DATE SIGNED:</b>	01/26/2024		
<b>Total Attachments: 6</b>			
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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):**

Specialty Program Group LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 26, 2024

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: \_\_\_\_\_ Morgan Stanley Senior Funding, Inc.  
as Collateral Agent

Street Address: \_\_\_\_\_ Thames Street Wharf  
1300 Thames Street, 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) 97410115 Text

B. Trademark Registration No.(s) 4751091, 7179545

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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Hub (30860.1057 Bank)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

**3**

**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:**

*Doris Ka*

Signature

January 26, 2024

Date

Doris Ka

Name of Person Signing

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

**6**

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

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of January 26, 2024 (this “Agreement”), among SPECIALTY PROGRAM GROUP LLC (the “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, the 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, the 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. The 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.

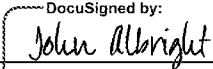
SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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]

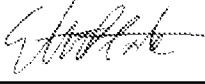
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SPECIALTY PROGRAM GROUP LLC**

By:  \_\_\_\_\_  
Name: John M. Albright  
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Collateral Agent

By: 

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Name: Ethan Plater  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008329 FRAME: 0307**

**SCHEDULE I**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Specialty Program Group LLC	AgencyONE	86384209	09/03/2014	4751091	06/09/2015
2.	Specialty Program Group LLC	IN4FA	97410054	05/13/2022	7179545	10/03/2023
3.	Specialty Program Group LLC	INSURANCE NETWORK FOR FIDUCIARY ADVISORS	97410115	05/13/2022		