

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871660

|   |  |  |  |
|---|--|--|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |  |  |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement (Notes)                                     |  |  |
| <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:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |  |  |
| <b>Name:</b>  | U.S. Bank Trust Company, National Association, as Notes Collateral Agent |  |  |
| <b>Street Address:</b>  | 190 South LaSalle Street, 10th Floor                                     |  |  |
| <b>City:</b>  | Chicago  |  |  |
| <b>State/Country:</b>   | ILLINOIS   |  |  |
| <b>Postal Code:</b>   | 60603  |  |  |
| <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)                       Association
- Partnership                       Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Delaware

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                       Merger
- Security Agreement               Change of Name
- Other Trademark Security Agreement (Notes)

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: U.S. Bank Trust Company, National Association,  
as Notes Collateral Agent

Street Address: 190 South LaSalle Street, 10th Floor

City: Chicago

State: IL

Country: USA Zip: 60603

- 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) Text  
97410115

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 (16270.1560 Bond)

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"), by and among Specialty Program Group LLC (the "Grantor"), and U.S. Bank Trust Company, National Association ("U.S. Bank") solely in its capacity as Notes Collateral Agent (in such capacity, the "Notes Collateral Agent") for the Secured Parties party to the Indenture referred to below.

WHEREAS, reference is made to (a) the Indenture dated as of June 20, 2023 as amended, restated, renewed, replaced or otherwise modified from time to time, including by the First Supplemental Indenture, dated as of January 26, 2024 (together, the "Indenture"), Hub International Limited, a Delaware corporation, (the "Company"), the Guarantors party thereto, U.S. Bank, as the Trustee and Notes Collateral Agent and (b) the Notes Security Agreement dated as of June 20, 2023 (as it may be amended, restated, renewed, replaced or otherwise modified from time to time, the "Security Agreement"), by and among the Company, the Guarantors from time to time party thereto, any Additional Party and any Subsidiary Party from time to time party thereto and the Notes Collateral Agent;

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; Execution and Delivery. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable. The Grantor hereby represents and warrants to and agrees that it has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and this Agreement has been duly and validly executed and delivered and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms and the terms of the Indenture.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Notes Obligations, the Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes 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 may be made by facsimile, electronic mail (including any electronic signature complying the U.S. federal ESIGN Act of 2000 or the New York Electronic Signatures and Records Act, as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The Grantor agrees to assume all risks arising out of the use of digital signatures and electronic methods to submit this Agreement to the Notes Collateral Agent, including without limitation the risk of the Notes Collateral Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

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. EACH OF THE GRANTOR AND THE

NOTES COLLATERAL AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE NOTES COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES 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 NOTES DOCUMENT TO DELIVER COLLATERAL TO THE NOTES 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 NOTES COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

SECTION 7. Concerning the Notes Collateral Agent. U.S. Bank is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, protections, powers, privileges, benefits, limitations of liability, indemnities and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, protections, powers, privileges, benefits, limitations of liability, indemnities and immunities were set forth herein.

[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 Albright  
Title: Authorized Officer

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,**  
as Notes Collateral Agent

By: *Linda Garcia*  
Name: Linda Garcia  
Title: Vice President

**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         |                 |                  |

**TRADEMARK**

**REEL: 008329 FRAME: 0450**

**RECORDED: 01/26/2024**