

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI50547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMWINS GROUP, LLC		02/15/2024	Limited Liability Company: DELAWARE
EQUISURE, INC.		02/15/2024	Corporation: COLORADO
THE AMERICAN EQUITY UNDWRITERS, INC.		02/15/2024	Corporation: ALABAMA
RECEIVING PARTY DATA			
Company Name:	GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6430138	A	
Registration Number:	6707346	AEU THE AMERICAN EQUITY UNDERWRITERS, INC.	
Registration Number:	6743018	AMWINS	
Registration Number:	2723586	MOUNTAINGUARD	
Registration Number:	6630107	WORK THE WATERFRONT	
Registration Number:	6701180	AWMINS RX	
Registration Number:	3846426	PUTTING RISK IN ITS PLACE BRP BUSINESSRISK PARTNERS	
Registration Number:	4785828	AEU	
Registration Number:	6701372	AEU	
Registration Number:	2919605	AMWINS	
Registration Number:	6701185	AMWINS CONNECT ADMINISTRATORS	
Registration Number:	3045711	COLEMONT	
Registration Number:	4799832	DEALERGUARD	
Registration Number:	6974592	HEALTHACCEL	
Registration Number:	3846430	PUTTING RISK IN ITS PLACE	
Registration Number:	5257813	RETIREE RXCARE	

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Property Type	Number	Word Mark
Registration Number:	6971985	STEALTH SENTINEL SOLUTIONS
Registration Number:	6472745	WORK THE WATERFRONT
Serial Number:	98055287	SPFM SPECIALTY PROGRAMS & FACILITIES MANAGERS, INC.
Serial Number:	98004832	AMWINS HEALTH AND EMPLOYEE BENEFITS CONSULTING
Serial Number:	98384683	AMWINS INSTANTQUOTE

CORRESPONDENCE DATA

Fax Number: 2028357586
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.
Phone: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: re: 30045.00369
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	30045.00369
NAME OF SUBMITTER:	JAVIER RAMOS
SIGNATURE:	JAVIER RAMOS
DATE SIGNED:	02/26/2024

Total Attachments: 10
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 15, 2024 (this “*Agreement*”), among AMWINS GROUP, LLC, a Delaware limited liability company, EQUISURE, INC., a Colorado corporation and THE AMERICAN EQUITY UNDWRITERS, INC., a Alabama corporation, each located at 4725 Piedmont Row, Suite 600, Charlotte, NC 28210, (each a “*Grantor*”), and GOLDMAN SACHS LENDING PARTNERS LLC, as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of January 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*First Lien Guarantee and Collateral Agreement*”), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Amended and Restated Credit Agreement, dated as of February 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Amended and Restated Credit Agreement*”), among Holdings, the Borrower, the Lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Amended and Restated Credit Agreement and is willing to execute and deliver the First Lien Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the First Lien Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Guarantee and Collateral 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 the Obligations, Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*IP Collateral*”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “*Trademarks*”);

(c) all copyrights in any work subject to the copyright laws of the United States, whether as author, assignee, or transferee;

(d) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those registrations listed on Schedule I ((c) and (d) collectively, the "*Copyrights*"); and

(e) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the IP Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of Grantor's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the IP Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. First Lien Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the First Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the First Lien Guarantee and Collateral 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 First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, IP Collateral shall not include any Excluded Assets.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the First Lien Guarantee and Collateral Agreement as its term is set forth therein.

SECTION 6. 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, and shall become effective as provided in Section 7.04 of the First Lien Guarantee and Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Further Assurances. Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the IP Collateral.

SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

AmWINS Group, LLC
Equisure, Inc.
The American Equity Underwriters, Inc.




By: _____
Name: Scott M. Purviance
Title: Authorized Officer

[Signature Page to First Lien IP Security Agreement]

TRADEMARK
REEL: 008354 FRAME: 0586

Acknowledged and Agreed by:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent


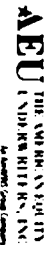






By: 
Authorized Signatory Douglas Tansey
Authorized Signatory






[Signature Page to First Lien IP Security Agreement]

TRADEMARK
REEL: 008354 FRAME: 0587

**SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademark Registrations and Applications

Mark	Grantor	Country	App. No.	App. Date	Reg. No.	Reg. Date
	AmWins Group, LLC	United States	90/209,962	09/25/2020	6,430,138	07/20/2021
	AmWins Group, LLC	United States	90/866,466	08/05/2021	6,707,346	04/19/2022
	AmWins Group, LLC	United States	90/664,206	04/22/2021	6,743,018	05/31/2022
	AmWins Group, LLC	United States	76/376,929	02/28/2002	2,723,586	06/10/2003
	Amwins Group, LLC	United States	98/055287	06/22/2023		
	AmWins Group, LLC	Peru	652212-2016	02/26/2016	93639	05/20/2016
	AmWins Group, LLC					
	AmWins Group, LLC	Chile	1191494	02/12/2016	1229479	12/05/2016

	AmWins Group, LLC	United Kingdom	UK00003069012	08/18/2014	UK00003069012	08/18/2014
	AmWins Group, LLC	Colombia	2016085402	04/06/2016	549440	01/11/2017
	AmWins Group, LLC	United States	90/160,337	09/04/2020	6,630,107	01/25/2022
	AmWins Group, LLC	United States	90/764,577	06/09/2021	6,701,180	04/12/2022
<i>Putting risk in its place</i> 	AmWins Group, LLC	United States	77/837,338	09/29/2009	3,846,426	09/07/2010
AEU	AmWins Group, LLC	United States	86/481,564	12/16/2014	4,785,828	08/04/2015
AEU	AmWins Group, LLC	United States	90/866,496	08/05/2021	6,701,372	04/12/2022
AMWINS	AmWins Group, LLC	United Kingdom	UK00002652219	02/13/2013	UK00002652219	06/28/2013
AMWINS	AmWins Group, LLC	United Kingdom	UK00911569449	02/13/2013	UK00911569449	07/05/2013
AMWINS	AmWins Group, LLC	European Union	011569449	02/13/2013	011569449	07/05/2013
AMWINS	AmWins Group, LLC	United States	76/525,933	06/26/2003	2,919,605	01/18/2005
AMWINS CONNECT	AmWins Group, LLC	United States	90/765,894	06/10/2021	6,707,222	04/19/2022

AMWINS CONNECT ADMINISTRATORS	AmWins Group, LLC	United States	90/765,910	06/10/2021	6,701,185	04/12/2022
AMWINS GLOBAL RISKS	AmWins Group, LLC	United Kingdom	UK00003552744	11/06/2020	UK00003552744	03/19/2021
Amwins Global Risks	AmWins Group, LLC	European Union	018333782	11/06/2020	018333782	04/14/2021
AMWINS GLOBAL RISKS	AmWins Group, LLC	Switzerland	15780/2020	11/06/2020	761352	03/25/2021
AMWINS HEALTH AND EMPLOYEE BENEFITS CONSULTING	Amwins Group, LLC	United States	98/004832	05/19/2023		
AMWINS INSTANTQUOTE	Amwins Group, LLC	United States	98/384683	01/31/2024		
AMWINS IQ	Amwins Group, LLC	United States	98/384710	01/31/2024		
BLET INS PLAN	AmWins Group, LLC	Arizona	9096637		9096637	02/27/2019
COLEMONT	AmWins Group, LLC	Bermuda	41630	12/21/2004	41630	10/24/2005
COLEMONT	AmWins Group, LLC	UAE	80743	05/16/2006	80704	04/01/2007
COLEMONT	AmWins Group, LLC	Chile	673408	01/17/2005	1185220	08/11/2005
COLEMONT	AmWins Group, LLC	Mexico	776717	04/10/2006	951665	08/31/2006
COLEMONT	AmWins Group, LLC	United Kingdom	UK00002381691	01/08/2005	UK00002381691	01/08/2005
COLEMONT	AmWins Group, LLC	Argentina	2673601	05/26/2006	2929989	08/06/2007
COLEMONT	AmWins Group, LLC	United Kingdom	4256863	01/25/2005	UK00904256863	03/21/2006
COLEMONT	AmWins Group, LLC	European Union	004256863	01/25/2005	004256863	03/21/2006
COLEMONT	AmWins Group, LLC	United States	78/519,416	11/18/2004	3,045,711	01/17/2006
COLEMONT	AmWins Group, LLC	Russia	2005702439	02/08/2005	306722	05/16/2006

CORNERSTONE INSURANCE	AmWins Group, LLC	Arizona	9096642			9096642	02/27/2019
DAIRYPROTECTOR	AmWins Group, LLC	United States	85/625,203	05/15/2012		4,475,740	01/28/2014
DEALERGUARD	AmWins Group, LLC	United States	86/560,791	03/11/2015		4,799,832	08/25/2015
EQUISURE	Equisure, Inc.	United States	74/262490	04/03/1992		1,816,462	01/11/1994
EREINSURE	AmWins Group, LLC	United Kingdom	UK00002325307	03/04/2003		UK00002325307	03/04/2003
EREINSURE	AmWins Group, LLC	United Kingdom	3079944	03/03/2003		UK00903079944	01/03/2005
EREINSURE	AmWins Group, LLC	European Union	003079944	03/03/2003		003079944	01/03/2005
FIREMARK	AmWins Group, LLC	United States	97/175,915	12/16/2021		6,949,479	01/10/2023
FISURE	AmWins Group, LLC	United Kingdom	UK00003552732	11/06/2020		UK00003552732	04/14/2021
FISURE	AmWins Group, LLC	European Union	018333790	11/06/2020		018333790	04/14/2021
HEALTHACCEL	AmWins Group, LLC	United States	97/512,203	07/20/2022		6,974,592	02/07/2023
IBEW INS PLAN	AmWins Group, LLC	Arizona	9096638			9096638	02/27/2019
MOUNTAINGUARD	AmWins Group, LLC	United States	86/005,890	07/09/2013		4,528,376	05/13/2014
PUTTING RISK IN ITS PLACE	AmWins Group, LLC	United States	77/839,347	10/01/2009		3,846,430	09/07/2010
RECYCLEGUARD	AmWins Group, LLC	United States	75/908,855	02/02/2000		2,495,716	10/09/2001
RETIREE RXCARE	AmWins Group, LLC	United States	87/183,232	09/26/2016		5,257,813	08/01/2017
STEALTH CAPTIVE SOLUTIONS	AmWins Group, LLC	United States	97/178,590	12/17/2021		6,961,621	01/24/2023
STEALTH SENTINEL SOLUTIONS	AmWins Group, LLC	United States	97/178,566	12/17/2021		6,971,985	02/07/2023
THB	AmWins Group, LLC	United Kingdom	UK00003552593	11/06/2020		UK00003552593	03/19/2021

THB	AmWins Group, LLC	European Union	018333786	11/06/2020	018333786	04/14/2021
WELLGUARD	AmWins Group, LLC	United States	77/276,163	09/11/2007	3,523,316	10/28/2008
WORK THE WATERFRONT	AmWins Group, LLC	United States	90/160,286	09/04/2020	6,472,745	08/31/2021
WORLDWIDE FACILITIES	AmWins Group, LLC	California	121768		121768	12/14/2016

Copyrights Registrations and Applications

Grantor	Reg. No.	Reg. Date	Title
AmWins Group, LLC	TX0005759463	05/15/2003	CPAGold: accountant's professional liability insurance program.
The American Equity Underwriters, Inc.	TX0008360311	01/24/2017	AEU Safety Summary
The American Equity Underwriters, Inc.	TXU002144634	08/13/2018	AEU Compass
The American Equity Underwriters, Inc.	TXu002188952	03/16/2020	LOOK Kit Contents.