

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM181472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fiesta Insurance Franchise Corporation		03/08/2024	Corporation: DELAWARE
La Familia Agency LLC		03/08/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Company Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5816496		
Registration Number:	5346087	LATINOS COMO TÚ	
Registration Number:	5290226	FIESTA TAX SERVICE	
Registration Number:	3831097	FIESTA TAX SERVICE	
Registration Number:	3831886	FIESTA WIRELESS	
Registration Number:	3831887	FIESTA WIRELESS	
Registration Number:	3721845	FIESTA AUTO INSURANCE	
Registration Number:	3721613	FIESTA TAX SERVICE	
Registration Number:	3503108	FIESTA INSURANCE	
Registration Number:	3367044		
Registration Number:	5165945	LA FAMILIA	
Registration Number:	4516638	LA FAMILIA	
Registration Number:	5298553		
Registration Number:	5278499		
Registration Number:	4447185	AFFORMIC	
CORRESPONDENCE DATA			

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Fax Number:

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: (213)620-7848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1181576-0060-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	Justine Lu
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DATE SIGNED:	03/08/2024
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of March 8, 2024, by Fiesta Insurance Franchise Corporation, a Delaware corporation, and La Familia Agency LLC, a Texas limited liability company (each a "Grantor" and together, the "Grantors"), in favor of Acquiom Agency Services LLC, in its capacity as Collateral Agent for the Secured Parties (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, the Grantors, the other "Borrowers" party to the Credit Agreement from time to time (each a "Borrower" and collectively the "Borrowers"), the Guarantors from time to time party thereto, the financial institutions from time to time party thereto as Lenders, the Administrative Agent and Collateral Agent, and Grantee have entered into that certain Credit Agreement dated as of March 8, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 8, 2024, by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), the Grantors have granted to Grantee, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all Trademarks (as defined in the Guarantee and Collateral Agreement), including registrations and applications therefor now owned or at any time hereafter acquired, together with the goodwill of the business symbolized by the Grantors' Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), the Grantors hereby grant to Grantee, for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest in all of the Grantors' entire right, title and interests in, to and under any and all the following assets now owned or at any time hereafter acquired by such Grantor (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral");

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all Proceeds and products of the foregoing, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

2. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

3. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

4. The Collateral Agent. The Collateral Agent shall have the benefit of all exculpatory provisions, presumptions, indemnities, protections, benefits, immunities or reliance rights contained in the Credit Agreement (including, without limitation, those set forth in Section 9 therein) and the other Loan Documents in the acceptance and performance of this Agreement as though fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**FIESTA INSURANCE FRANCHISE
CORPORATION**

By: DocuSigned by:
Danish Charanya
528A04E8B35E40B...
Name: Danish Charanya
Title: President and Chief Executive Officer

LA FAMILIA AGENCY LLC

By: Fiesta Insurance Acquisition, Inc., as sole member

By: DocuSigned by:
Danish Charanya
528A04E8B35E40B...
Name: Danish Charanya
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Agreed and accepted as of
the date first written above:

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent

By: Beth Cesari

Name: Beth Cesari
Title: Senior Director

SCHEDULE A

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
Fiesta Insurance Franchise Corporation	SENSORY MARK	5816496	30-JUL-2019	87550959	01-AUG-2017
Fiesta Insurance Franchise Corporation	LATINOS COMO TU	5346087	28-NOV-2017	87440373	08-MAY-2017
Fiesta Insurance Franchise Corporation	FIESTA TAX SERVICE & Design	5290226	19-SEPT-2017	87318391	30-JAN-2017
Fiesta Insurance Franchise Corporation	FIESTA TAX SERVICE & Design	3831097	10-AUG-2010	77889939	09-DEC-2009
Fiesta Insurance Franchise Corporation	FIESTA WIRELESS & Design	3831886	10-AUG-2010	77929593	05-FEB-2010
Fiesta Insurance Franchise Corporation	FIESTA WIRELESS	3831887	10-AUG-2010	77929595	05-FEB-2010
Fiesta Insurance Franchise Corporation	FIESTA AUTO INSURANCE	3721845	08-DEC-2009	77733991	11-MAY-2009
Fiesta Insurance Franchise Corporation	FIESTA TAX SERVICE	3721613	08-DEC-2009	77729634	05-MAY-2009

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
Fiesta Insurance Franchise Corporation	FIESTA INSURANCE	3503108	16-SEPT-2008	78881876	11-MAY-2006
Fiesta Insurance Franchise Corporation	FIESTA AUTO INSURANCE CENTER	620375 (Louisiana)	02-OCT-2009	N/A	N/A
Fiesta Insurance Franchise Corporation	FIESTA AUTO INSURANCE CENTER	2010-000581389 (Wyoming)	09-MAR-2010	N/A	N/A
Fiesta Insurance Franchise Corporation	FIESTA AUTO INSURANCE CENTER	1886856 (Ohio)	02-JAN-2014	N/A	N/A
Fiesta Insurance Franchise Corporation	Design Only	3367044	08-JAN-2008	78881886	11-MAY-2006
Fiesta Insurance Franchise Corporation	FIESTA AUTO INSURANCE CENTER	588085 (Arizona)	02-JAN-2014	N/A	N/A
La Familia Agency LLC	LA FAMILIA	5165945	21-MAR-2017	87136652	12-AUG-2016
La Familia Agency LLC	LA FAMILIA	4516638	15-APR-2014	85964750	19-JUNE-2013
La Familia Agency LLC	AFFORMIC	4447185	10-DEC-2013	85904865	15-APR-2013

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
La Familia Agency LLC	Design Only	5298553	26-SEPT-2017	87376228	17-MAR-2017
La Familia Agency LLC	Design Only	5278499	29-AUG-2017	87320599	1-FEB-2017