

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edgewood Partners Insurance Center, LLC		09/08/2017	Limited Liability Company:
Ascende, Inc.		09/08/2017	Corporation:

RECEIVING PARTY DATA

Name:	HPS Investment Partners, LLC
Street Address:	40 West 57th Street
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	3918243	ACT
Registration Number:	3121457	ASCENDE
Registration Number:	5032098	ASCENDE
Registration Number:	3921243	ASCENDE CHARITABLE TRUST
Registration Number:	4226531	ASCENDE WEALTH ADVISERS
Registration Number:	2852086	ASCENDENT
Registration Number:	4510013	AUTODEALERPRO
Registration Number:	4510026	AUTODEALERPRO
Registration Number:	4568196	BENEFITS2GO
Registration Number:	4348271	CLUB INSURANCE SOLUTIONS
Registration Number:	4312005	E
Registration Number:	4291048	E P I C
Registration Number:	2052539	EB SOLUTIONS
Registration Number:	3702193	EDGEWOOD PARTNERS INSURANCE CENTER
Registration Number:	4329193	EDUCATION PROTECTOR
Registration Number:	5013721	ENERGY COMMAND
Registration Number:	4973615	EPIC BROKERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4717854	EPIC EMPLOYER SERVICES
Registration Number:	4717855	EPIC EMPLOYER SERVICES
Registration Number:	4902047	EPIC EXECUTIVE BENEFITS
Registration Number:	4940011	EPIC FINANCIAL RISK SOLUTIONS
Registration Number:	4940013	EPIC FINANCIAL RISK SOLUTIONS
Registration Number:	4740304	EPIC INSURANCE
Registration Number:	4740303	EPIC INSURANCE BROKERS
Registration Number:	4816969	EPIC INSURANCE BROKERS & CONSULTANTS
Registration Number:	4584541	EPIC INSURANCE BROKERS AND CONSULTANTS
Registration Number:	4584542	EPIC INSURANCE BROKERS AND CONSULTANTS
Registration Number:	5168343	EPIC MOBILEEZ
Registration Number:	4484476	EPIC REAL ESTATE
Registration Number:	4725073	EPIC RISK SOLUTIONS
Registration Number:	4816966	EPIC RISK SOLUTIONS & EMPLOYER SERVICES
Registration Number:	4725075	EPIC RISK SOLUTIONS
Registration Number:	4725072	EPIC RISK SOLUTIONS AND EMPLOYER SERVICE
Registration Number:	4725095	EPIC RISK SOLUTIONS AND EMPLOYER SERVICE
Registration Number:	4901505	EPICNESS
Registration Number:	4901504	EPICNESS
Registration Number:	5211007	EPICYBER
Registration Number:	4940369	EXP EPIC EXCHANGE PLATFORM
Registration Number:	4940371	EXP EPIC EXCHANGE PLATFORM
Registration Number:	5158216	GOLF INSURANCE SERVICES
Registration Number:	5207478	GOLF INSURANCE SERVICES FROM EPIC
Registration Number:	5184636	GOLF INSURANCE SERVICES FROM EPIC
Registration Number:	4522764	INSIGHT IN ACTION
Registration Number:	5192855	MOBILEEZ
Registration Number:	5178246	MOBILEEZ BY EPIC
Registration Number:	4827736	MOG MEDICAL OPERATOR GROUP
Registration Number:	4724124	PAR GOLF INSURANCE PROGRAM
Registration Number:	3934800	POWERGUARD
Registration Number:	4370878	SLICE PIZZA DELIVERY INSURANCE
Registration Number:	4378593	SLICE PIZZA DELIVERY INSURANCE
Registration Number:	4378595	SLICE PIZZA DELIVERY INSURANCE SAFETY LO
Registration Number:	4725074	THE EPIC EXCHANGE
Registration Number:	4530275	

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006151 FRAME: 0084**

Fax Number: 2128594000

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: 2128598000

Email: mark.konzelmann@friedfrank.com

Correspondent Name: Mark Konzelmann

Address Line 1: 1 New York Plaza

Address Line 2: Floor 26

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Mark Konzelmann
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SIGNATURE:	/Mark Konzelmann/
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DATE SIGNED:	09/11/2017
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Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of September 8, 2017, is made by each of the undersigned (each a “**Grantor**”) in favor of HPS INVESTMENT PARTNERS, LLC, as the Notes Agent for the Secured Parties (together, with its successors, the “**Notes Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of September 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Notes Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Notes Agent for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, such Grantor hereby grants to the Notes Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include any Excluded Assets.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event

that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTES AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

EDGEWOOD PARTNERS INSURANCE CENTER

By: _____
Name: ~~John Hahn~~
Title: ~~Chief Executive Officer~~

[Signature Page To Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ASCENDE, INC.

By: James W. Watt
Name: Jim Watt
Title: President

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC, as Notes Agent

By: 

Name:

Title:


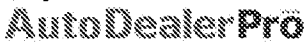


ANDREAS BOYE
MANAGING DIRECTOR





[Signature Page to Second Lien Trademark Security Agreement]





TRADEMARK
REEL: 006151 FRAME: 0090






SCHEDULE A


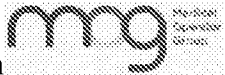


TRADEMARKS


Registered Owner	Registration No.	Trademark
Edgewood Partners Insurance Center	3918243	ACT and Design 
Edgewood Partners Insurance Center	3121457	ASCENDE
Ascende, Inc.	5032098	ASCENDE
Edgewood Partners Insurance Center	3921243	ASCENDE CHARITABLE TRUST
Edgewood Partners Insurance Center	4226531	ASCENDE WEALTH ADVISERS
Edgewood Partners Insurance Center	2852086	ASCENDENT
Edgewood Partners Insurance Center	4510013	AUTODEALERPRO
Edgewood Partners Insurance Center	4510026	AUTODEALERPRO (Stylized) 
Edgewood Partners Insurance Center	4568196	BENEFITS2GO
Edgewood Partners Insurance Center	4348271	CLUB INSURANCE SOLUTIONS
Edgewood Partners Insurance Center	4312005	E and Design 
Edgewood Partners Insurance Center	4291048	E P I C and Design 

Registered Owner	Registration No.	Trademark
Edgewood Partners Insurance Center	2052539	EB SOLUTIONS and Design 
Edgewood Partners Insurance Center	3702193	EDGEWOOD PARTNERS INSURANCE CENTER
Edgewood Partners Insurance Center	4329193	EDUCATION PROTECTOR
Ascende, Inc.	5013721	ENERGY COMMAND
Edgewood Partners Insurance Center	4973615	EPIC BROKERS
Edgewood Partners Insurance Center	4717854	EPIC EMPLOYER SERVICES
Edgewood Partners Insurance Center	4717855	EPIC EMPLOYER SERVICES and Design 
Edgewood Partners Insurance Center	4902047	EPIC EXECUTIVE BENEFITS & Design 
Edgewood Partners Insurance Center	4940011	EPIC FINANCIAL RISK SOLUTIONS
Edgewood Partners Insurance Center	4940013	EPIC FINANCIAL RISK SOLUTIONS and Design 
Edgewood Partners Insurance Center	4740304	EPIC INSURANCE
Edgewood Partners Insurance Center	4740303	EPIC INSURANCE BROKERS

Registered Owner	Registration No.	Trademark
Edgewood Partners Insurance Center	4816969	EPIC INSURANCE BROKERS & CONSULTANTS and Design 
Edgewood Partners Insurance Center	4584541	EPIC INSURANCE BROKERS AND CONSULTANTS
Edgewood Partners Insurance Center	4584542	EPIC INSURANCE BROKERS AND CONSULTANTS and Design 
Edgewood Partners Insurance Center	5168343	EPIC MOBILEEZ
Edgewood Partners Insurance Center	4484476	EPIC REAL ESTATE and Design 
Edgewood Partners Insurance Center	4725073	EPIC RISK SOLUTIONS
Edgewood Partners Insurance Center	4816966	EPIC RISK SOLUTIONS & EMPLOYER SERVICES
Edgewood Partners Insurance Center	4725075	EPIC RISK SOLUTIONS and Design 
Edgewood Partners Insurance Center	4725072	EPIC RISK SOLUTIONS AND EMPLOYER SERVICES

Registered Owner	Registration No.	Trademark
Edgewood Partners Insurance Center	4725095	EPIC RISK SOLUTIONS AND EMPLOYER SERVICES and Design 
Edgewood Partners Insurance Center	4901505	EPICNESS (Stylized) (ness in cursive) 
Edgewood Partners Insurance Center	4901504	EPICNESS (Stylized) (ness in lower block letters) 
Edgewood Partners Insurance Center	5211007	EPICYBER
Edgewood Partners Insurance Center	4940369	EXP EPIC EXCHANGE PLATFORM
Edgewood Partners Insurance Center	4940371	EXP EPIC EXCHANGE PLATFORM and Design 
Edgewood Partners Insurance Center	5158216	GOLF INSURANCE SERVICES
Edgewood Partners Insurance Center	5207478	GOLF INSURANCE SERVICES FROM EPIC
Edgewood Partners Insurance Center	5184636	GOLF INSURANCE SERVICES FROM EPIC and Design 
Edgewood Partners Insurance Center	4522764	INSIGHT IN ACTION

Registered Owner	Registration No.	Trademark
Edgewood Partners Insurance Center	5192855	MOBILEEZ
Edgewood Partners Insurance Center	5178246	MOBILEEZ BY EPIC and Design 
Edgewood Partners Insurance Center	4827736	MOG MEDICAL OPERATOR GROUP and Design 
Edgewood Partners Insurance Center	4724124	PAR GOLF INSURANCE PROGRAM
Edgewood Partners Insurance Center	3934800	POWERGUARD
Edgewood Partners Insurance Center	4370878	SLICE PIZZA DELIVERY INSURANCE
Edgewood Partners Insurance Center	4378593	SLICE PIZZA DELIVERY INSURANCE and Design 
Edgewood Partners Insurance Center	4378595	SLICE PIZZA DELIVERY INSURANCE SAFETY LOSS CONTROL INSURANCE COVERAGE EXPERTISE and Design 
Edgewood Partners Insurance Center	4725074	THE EPIC EXCHANGE

Registered Owner	Registration No.	Trademark
Edgewood Partners Insurance Center	4530275	Triangle Design 

TRADEMARK APPLICATIONS

Applicant	Application No.	Trademark
None.		