

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574821

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Silverstone Group, LLC | | 05/04/2020 | Limited Liability Company: NEBRASKA |
| RECEIVING PARTY DATA | | | |
| Name: | Morgan Stanley Senior Funding, Inc. | | |
| Street Address: | 1300 Thames St. | | |
| Internal Address: | Thames Street Wharf, Fl. 4 | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21231 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4594409 | BENEFITSQUE | |
| Registration Number: | 4586076 | BENEFITSQUE | |
| Registration Number: | 4166938 | SILVERSTONE GROUP S | |
| Registration Number: | 4163720 | SILVERSTONE GROUP S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 05/05/2020 | | |
| Total Attachments: 7 | | | |

OP \$115.00 4594409

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of May 4, 2020, among SILVERSTONE GROUP, LLC (the “Grantor”), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the U.S. Security Agreement, dated as of April 25, 2018 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “U.S. Security Agreement”) among HOCKEY INTERMEDIATE INC., a Delaware corporation (“Holdings”), HUB INTERNATIONAL LIMITED, a Delaware corporation (the “U.S. Borrower”), each of the subsidiaries of the U.S. Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a “U.S. Subsidiary Grantor” and, collectively, the “U.S. Subsidiary Grantors”; and, together with Holdings and the U.S. Borrower, collectively, the “U.S. Grantors”) and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in First Lien Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. The Grantor has executed a Supplement No. 1 to the U.S. Security Agreement, dated as of as of May 4, 2020, pursuant to which it has become an additional Grantor under the Guarantee and Collateral Agreement

D. Pursuant to Section 4.4(e) of the U.S. Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the U.S. Security Agreement to the Collateral Agent in such U.S. Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”)

Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such U.S. Grantor’s right, title and interest in and to the following (collectively, the “Collateral”):

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth in Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the First Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the U.S. Security Agreement, the terms of the U.S. Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed in one or more counterparts, all of which counterparts shall constitute one and the same instrument. Delivery of an executed agreement by one party to the others may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), 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.

SECTION 6. GOVERNING LAW. THIS IP SECURITY 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 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the U.S. Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the U.S. Security Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the U.S. Borrower at the U.S. Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

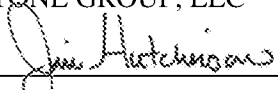
SECTION 9. Expenses. To the extent the U.S. Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement,

including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follows]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

SILVERSTONE GROUP, LLC

By: 
Name: Julie Hutchinson
Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

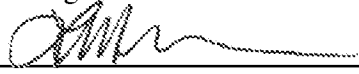
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

SILVERSTONE GROUP, LLC

By: _____
Name:
Title:

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By:  _____
Name: Lisa Hanson
Title: Vice President

SCHEDULE A TO THE
U.S. INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

| Registered Owner | Trademark | Registration No. | Application No. |
|---------------------------------|--------------------------------|-------------------------|------------------------|
| Silverstone Group, Incorporated | BENEFITSQUE | 4594409 | 86087121 |
| Silverstone Group, Incorporated | BENEFITSQUE and Design | 4586076 | 86089108 |
| Silverstone Group, Incorporated | SILVERSTONE GROUP S and Design | 4166938 | 85410812 |
| Silverstone Group, Incorporated | SILVERSTONE GROUP S and Design | 4163720 | 85410752 |