

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baldwin Risk Partners, LLC		06/11/2020	Limited Liability Company: DELAWARE
BRP Medicare Insurance, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP Medicare Insurance II, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP Medicare Insurance III, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP Medicare Insurance Holdings, LLC		06/11/2020	Limited Liability Company: FLORIDA
Baldwin Krystyn Sherman Partners, LLC		06/11/2020	Limited Liability Company: FLORIDA
BKS Partners Private Risk Group, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP Main Street Insurance Holdings, LLC		06/11/2020	Limited Liability Company: FLORIDA
BKS D&M Holdings, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP D&M Insurance, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP Insurance Intermediary Holdings, LLC		06/11/2020	Limited Liability Company: FLORIDA
AB Risk Specialist, LLC		06/11/2020	Limited Liability Company: FLORIDA
KB Risk Solutions, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP Colleague Inc.		06/11/2020	Corporation: FLORIDA
BRP Specialty Wholesale, LLC		06/11/2020	Limited Liability Company: FLORIDA
Guided Insurance Solutions, LLC		06/11/2020	Limited Liability Company: FLORIDA
BKS Financial Services Holdings, LLC		06/11/2020	Limited Liability Company: FLORIDA
BKS Financial Investments, LLC		06/11/2020	Limited Liability Company: FLORIDA
BKS Securities, LLC		06/11/2020	Limited Liability Company: FLORIDA

OP \$140.00 4375312

Name	Formerly	Execution Date	Entity Type
League City Office Building, LLC		06/11/2020	Limited Liability Company: FLORIDA
Millennial Specialty Insurance, LLC		06/11/2020	Limited Liability Company: FLORIDA
BRP Pendulum, LLC		06/11/2020	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4375312	AFFORDABLE HOME INSURANCE INC.
Registration Number:	4474670	INSIGHT BEYOND INSURANCE
Serial Number:	88389269	GUIDED INSURANCE SOLUTIONS
Registration Number:	4906412	FLORIDA MEDICARE OPTIONS
Registration Number:	3824164	PENDULUM

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 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:	06/12/2020

Total Attachments: 14

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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):

Baldwin Risk Partners, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 11, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn St.

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

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: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

5

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:

Elaine Carrera
Signature

June 12, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

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

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

BRP Medicare Insurance, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP Medicare Insurance II, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP Medicare Insurance III, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP Medicare Insurance Holdings, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

Baldwin Krystyn Sherman Partners, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BKS Partners Private Risk Group, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP Main Street Insurance Holdings, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BKS D&M Holdings, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP D&M Insurance, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP Insurance Intermediary Holdings, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

AB Risk Specialist, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

KB Risk Solutions, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP Colleague Inc. , a Florida Corporation
Citizenship – USA – FL

BRP Specialty Wholesale, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

Guided Insurance Solutions, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BKS Financial Services Holdings, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BKS Financial Investments, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BKS Securities, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

League City Office Building, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

Millennial Specialty Insurance, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

BRP Pendulum, LLC, a Florida Limited Liability Company
Citizenship – USA – FL

**THIRD AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS THIRD AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 11, 2020 (the “**Agreement**”), by and between BALDWIN RISK PARTNERS, LLC, a Delaware limited liability company (the “**Company**” or “**Borrower**”), each entity identified on **Exhibit A** hereto (each a “**Grantor**,” and collectively, the “**Grantors**”), and the other debtors from time to time party to this Agreement (together with the Borrower and the Grantors, each, individually and collectively, “**Debtor**”) and JPMORGAN CHASE BANK, N.A., as Agent (as defined in the Credit Agreement), and together with its successors, the “**Secured Party**,” for the ratable benefit of the Lenders (defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, Borrower, Agent and the Lenders have entered into that certain Fourth Amended and Restated Credit Agreement dated as of December 19, 2019 (as amended by Amendment No. 1 dated as of March 12, 2020, Amendment No. 2, dated as of April 6, 2020 and as further amended, restated, or supplemented from time to time, the “**Credit Agreement**”);

WHEREAS, Debtor and Agent have entered into that certain Fourth Amended and Restated Security Agreement dated as of December 19, 2019 (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted or continued a first-priority lien and security interest in all of all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending or continuing credit to Borrower under the Credit Agreement, Agent and Lenders require that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its registered trademarks, trademark applications (other than intent-to-use applications expressly carved out of the Collateral pursuant to the Security Agreement), and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms. Upon demand, Debtor agrees to execute and deliver, in form and substance reasonably agreeable to Agent, any assignment, instrument or certificate to more fully evidence or perfect Secured Party's rights or interests as described herein, and Agent may record or file any such assignment, instrument or certificate with the United States Patent and Trademark Office, or any other governmental authority, in Agent's discretion and at Debtor's cost and expense.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of all Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Subsidiaries. To the extent a Subsidiary of Debtor that is created or acquired after the Closing Date is required to join this Agreement pursuant to the Credit Agreement and is the owner of any IP Collateral, Debtor agrees that it will cause each such Subsidiary, within twenty (20) days of such Subsidiary's creation or acquisition by Debtor, to execute and deliver a Joinder Agreement (in form and substance acceptable to Agent), agreeing to become a Debtor under this Agreement, together with supplements to the schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Debtor for all purposes of this Agreement.

SECTION 6. Acknowledgments. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. This Agreement modifies, amends and restates the Intellectual Property Security Agreement dated April 18, 2016, the Amended and Restated Intellectual Property Security Agreement dated May 31, 2018 and the Second Amended and Restated Intellectual Property Security Agreement dated March 13, 2019. It is the agreement and intent of the parties hereto that (i) neither this Agreement nor any of the other documents whose execution is contemplated hereby shall constitute a novation or in any way impair the first priority of the lien and security interest of the Prior Security Agreements and other Existing Security Documents, and (ii) that any and all sums advanced in connection with the Loan Documents shall be secured by this Agreement and the other Security Documents with the same priority as the sums originally advanced under the Original Loans and Original Loan Documents.

SECTION 7. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


SECTION 9. 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.

[Signature pages follow]

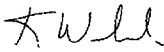
IN WITNESS WHEREOF, each of the parties hereto has caused this Third Amended and Restated Intellectual Property Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

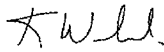
BALDWIN RISK PARTNERS, LLC
a Delaware limited liability company

By: 
Name: Kris Wiebeck
Title: Authorized Representative

BRP MEDICARE INSURANCE, LLC
a Florida limited liability company

By: 
Name: Kris Wiebeck
Title: Authorized Representative

BRP MEDICARE INSURANCE II, LLC
a Florida limited liability company

By: 
Name: Kris Wiebeck
Title: Authorized Representative

BRP MEDICARE INSURANCE III, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

**BRP MEDICARE INSURANCE
HOLDINGS, LLC**
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

**BALDWIN KRISTYN SHERMAN
PARTNERS, LLC**
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BKS PARTNERS PRIVATE RISK GROUP, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

**BRP MAIN STREET INSURANCE
HOLDINGS, LLC**

a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BKS D&M HOLDINGS, LLC

a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BRP D&M INSURANCE, LLC

a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

**BRP INSURANCE INTERMEDIARY
HOLDINGS, LLC**

a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

AB RISK SPECIALIST, LLC

a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

KB RISK SOLUTIONS, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BRP COLLEAGUE INC.
a Florida corporation

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BRP SPECIALTY WHOLESALE, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

GUIDED INSURANCE SOLUTIONS, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BKS FINANCIAL SERVICES HOLDINGS, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BKS FINANCIAL INVESTMENTS, LLC
a Florida corporation

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BKS SECURITIES, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

LEAGUE CITY OFFICE BUILDING, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

MILLENNIAL SPECIALTY INSURANCE, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

BRP PENDULUM, LLC
a Florida limited liability company

By: KWlll
Name: Kris Wiebeck
Title: Authorized Representative

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.


By:  _____
Name: Edyn Hengst
Title: Authorized Officer

EXHIBIT A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Grantors:

Baldwin Risk Partners, LLC, a Delaware limited liability company

BRP Medicare Insurance, LLC, a Florida limited liability company

BRP Medicare Insurance II, LLC, a Florida limited liability company

BRP Medicare Insurance III, LLC, a Florida limited liability company

BRP Medicare Insurance Holdings, LLC, a Florida limited liability company

Baldwin Krystyn Sherman Partners, LLC, a Florida limited liability company

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KB Risk Solutions, LLC, a Florida limited liability company

Guided Insurance Solutions, LLC, a Florida limited liability company

BRP Colleague Inc., a Florida corporation

BRP Specialty Wholesale, LLC

BKS Financial Services Holdings, LLC, a Florida limited liability company

BKS Financial Investments, LLC, a Florida limited liability company

BKS Securities, LLC, a Florida limited liability company

League City Office Building, LLC, a Florida limited liability company

Millennial Specialty Insurance, LLC, a Florida limited liability company

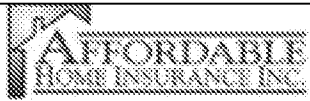
BRP Pendulum, LLC, a Florida limited liability company

Schedule 1

to

Amended and Restated Intellectual Property Security Agreement

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks:

Mark	Reg. No. or Serial No.	Reg. Date or Filing Date	Goods / Services	Current Owner
	4,375,312	7/30/2013	Insurance agencies; Insurance agency and brokerage; Insurance brokerage.	Guided Insurance Solutions, LLC (f/k/a BRP Affordable Home Insurance, LLC)
INSIGHT BEYOND INSURANCE	4,474,670	1/28/2014	Insurance brokerage services.	Baldwin Risk Partners, LLC
GUIDED INSURANCE SOLUTIONS	88389269	4/17/2019	Insurance brokerage services.	Baldwin Risk Partners, LLC
FLORIDA MEDICARE OPTIONS	4,906,412	2/23/2016	Insurance agencies in the field of Medicare, Individual Health, Group Health, Dental and Life Insurance.	BRP Medicare Insurance III, LLC
PENDULUM	3,824,164	07/27/2010	Business risk management services for the healthcare industry.	BRP Pendulum, LLC (f/k/a Roadrunner Buyer, LLC)