

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598487

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900562490

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TigerRisk Holdings, LLC		08/03/2020	Limited Liability Company: DELAWARE
TigerRisk Partners LLC		08/03/2020	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	Acquiom Agency Services LLC
Street Address:	Attn: TigerRisk Adminsitrator 150 South Fifth Street
Internal Address:	Suite 2600
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4158823	TIGEREYE
Serial Number:	87599226	TIGERRISK
Serial Number:	87599251	TIGERRISK PARTNERS
Serial Number:	87599326	TIGERRISK PARTNERS

CORRESPONDENCE DATA

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	120936.00015
NAME OF SUBMITTER:	Heather Schneider

SIGNATURE:	/Heather Schneider/
DATE SIGNED:	09/18/2020
Total Attachments: 6 source=TigerRisk - Trademark Security Updated Agreement EXECUTED (003)#page1.tif source=TigerRisk - Trademark Security Updated Agreement EXECUTED (003)#page2.tif source=TigerRisk - Trademark Security Updated Agreement EXECUTED (003)#page3.tif source=TigerRisk - Trademark Security Updated Agreement EXECUTED (003)#page4.tif source=TigerRisk - Trademark Security Updated Agreement EXECUTED (003)#page5.tif source=TigerRisk - Trademark Security Updated Agreement EXECUTED (003)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time) (this “**Agreement**”), dated as of August 3, 2020, among TigerRisk Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), TigerRisk Partners LLC, a Connecticut limited liability company (“**TigerRisk**”), each Subsidiary of Borrower party hereto (together with the Borrower and TigerRisk, each a “**Grantor**” and, collectively, the “**Grantors**”) and Acquiom Agency Services LLC, in its capacities as administrative agent and as collateral agent (the “**Agent**”) for the Lenders (defined below).

Reference is made to that certain Credit, Guaranty and Security Agreement, dated as of August 3, 2020 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, TigerRisk, the Guarantors (as defined therein), the lenders from time to time party thereto (the “**Lenders**”) and the Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Credit Agreement. The rules of construction specified in Article I (Accounting and other terms) of the Credit 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, each Grantor, pursuant to the Credit Agreement, did and hereby does grant to the Agent, its successors and its assigns, for the benefit of the Agent and the Lenders, 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security. The Agent is entering into this Agreement not in its individual capacity but solely in its capacity as Agent under the Credit Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights, protections, indemnities and remedies of the Agent with respect to this Agreement and the Trademark Collateral are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall govern. Notwithstanding anything herein to the contrary, the Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder

SECTION 4. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, each Grantor and the Agent have caused this Agreement to be duly executed and delivered as of the date first written above,

TIGERRISK PARTNERS LLC, as a Grantor

By: 
Name: Rodman Fox
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 007036 FRAME: 0974

TIGERRISK HOLDINGS, LLC, as a Grantor

DocuSigned by:

Rod Fox

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By: _____

Name: Rodman Fox

Title: President

[Signature Page to the Trademark Security Agreement]

ACQUIOM AGENCY SERVICES, LLC, as Agent

By: 
Name: *Justin G. James*
Title: *Senior Director*

SCHEDULE I

Trademark Applications and Registrations

Current Owner of Record	Mark	Serial No./ Filing Date	Registration No./ Registration Date
TigerRisk Partners LLC	TIGEREYE	85273647 22-MAR-2011	4158823 12-JUN-2012
TigerRisk Partners LLC	TIGERRISK	87599226 07-SEP-2017	
TigerRisk Partners LLC	TIGERRISK PARTNERS	87599251 07-SEP-2017	
TigerRisk Partners LLC	TIGERRISK PARTNERS	87599326 07-SEP-2017	