TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610830

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Higginbotham Insurance Agency, Inc.		11/25/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	KKR Loan Administration Services LLC, as Collateral Agent
Street Address:	9 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4917236	DAY TWO SERVICES
Registration Number:	5432990	GLOBAL REACH. LOCAL TOUCH. SINGLE SOURCE
Registration Number:	5573235	H HIGGINBOTHAM
Registration Number:	5432989	HIGGINBOTHAM

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082 / 112
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/25/2020
Total Attachments: 5	

CH $115.00 4917236

source=Higginbotham - Trademark Security Interest Agreement (Executed)#page1.tif
source=Higginbotham - Trademark Security Interest Agreement (Executed)#page2.tif
source=Higginbotham - Trademark Security Interest Agreement (Executed)#page3.tif
source=Higginbotham - Trademark Security Interest Agreement (Executed)#page4.tif
source=Higginbotham - Trademark Security Interest Agreement (Executed)#page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 25, 2020, is made by HIGGINBOTHAM INSURANCE AGENCY, INC., a Texas corporation (the "Grantor"), in favor of KKR LOAN ADMINISTRATION SERVICES LLC ("KLAS"), as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 25, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HIG HOLDINGS, INC., a Delaware corporation ("Holdings"), HIGGINBOTHAM INSURANCE AGENCY, INC., a Texas corporation (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and KKR LOAN ADMINISTRATION SERVICES LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered Security Agreement, dated as of November 25, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including those Trademarks listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks

will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

TRADEMARK
REEL: 007115 FRAME: 0200

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HIGGINBOTHAM INSURANCE AGENCY, INC.,
as the Grantor

By: _____

Name: James R. Reid
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Interest Agreement]

KKR LOAN ADMINISTRATION SERVICES LLC,
as the Collateral Agent

By: _____
Name: John Knox
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARK	JURISDICTION	STATUS	REG. NO/DATE	OWNER
DAY TWO SERVICES	U.S. Federal	REGISTERED	4917236 15-MAR-2016	HIGGINBOTHAM INSURANCE AGENCY, INC.
GLOBAL REACH. LOCAL TOUCH. SINGLE SOURCE.	U.S. Federal	REGISTERED	5432990 27-MAR-2018	HIGGINBOTHAM INSURANCE AGENCY, INC.
H HIGGINBOTHAM	U.S. Federal	REGISTERED	5573235 02-OCT-2018	HIGGINBOTHAM INSURANCE AGENCY, INC.
HIGGINBOTHAM	U.S. Federal	REGISTERED	5432989 27-MAR-2018	HIGGINBOTHAM INSURANCE AGENCY, INC.