TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGGRESSIVE INSURANCE SERVICES, L.L.C.		09/10/2021	Limited Liability Company: TEXAS
BLUEFIRE INSURANCE SERVICES, INC.		09/10/2021	Corporation: DELAWARE
CONFIE ADMINISTRATIVE SERVICES, INC.		09/10/2021	Corporation: CALIFORNIA
CONFIE HOLDING II CO.		09/10/2021	Corporation: DELAWARE
EXPRESSLINK, INC.		09/10/2021	Corporation: CALIFORNIA
FREEWAY INSURANCE SERVICES AMERICA, LLC		09/10/2021	Limited Liability Company: ILLINOIS
INSURE EXPRESS INSURANCE SERVICE, INC.		09/10/2021	Corporation: CALIFORNIA
INSUREONE INSURANCE SERVICES, AMERICA, LLC		09/10/2021	Limited Liability Company: ILLINOIS
ISOPAY, L.L.C.		09/10/2021	Limited Liability Company: DELAWARE
SSB INSURANCE SERVICES, INC.		09/10/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., as Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4873562	AGGRESSIVE INSURANCE
Registration Number:	5939462	BLUEFIRE INSURANCE
Registration Number:	5928180	
Registration Number:	5928181	
Registration Number:	5904638	BLUEFIRE INSURANCE

CH $1490.00 4873562

Property Type	Number	Word Mark
Registration Number:	5962988	A
Registration Number:	5962989	A
Registration Number:	5928182	A NEW KIND OF INSURANCE EXPERIENCE
Registration Number:	3844891	EZBUY
Registration Number:	3781434	WIZARD LIZARD
Registration Number:	6389695	BRICK-ESALES
Registration Number:	6403908	BRICK-E SALES
Registration Number:	4923596	WE CARE COMMITMENT · ACCOUNTABILITY · RE
Registration Number:	4978679	PROTECT-O-METER LIABILITY ONLY UNINSURED
Registration Number:	4768881	CONFÍE
Registration Number:	3753855	CONFIE SEGUROS
Registration Number:	2809886	E EXPRESSLINK
Registration Number:	4481652	PERSONABLE
Registration Number:	4518233	
Registration Number:	4779792	AUTO INSURANCE DISCOUNTERS
Registration Number:	6239745	FREEWAY INSURANCE
Registration Number:	6245528	FREEWAY INSURANCE
Registration Number:	6239746	
Registration Number:	6279202	SPEEDLANE INSURANCE
Registration Number:	6279203	
Registration Number:	6290771	DRIVING SAVINGS
Registration Number:	5212807	DRIVER'S CHOICE
Registration Number:	5204381	DRIVER'S CHOICE LOW COST AUTO INSURANCE
Registration Number:	5320683	COST U LESS
Registration Number:	5145557	SPEEDLANE INSURANCE
Registration Number:	5137017	SPEEDLANE INSURANCE
Registration Number:	4812694	OASIS INSURANCE
Registration Number:	4428545	COST U LESS INSURANCE CENTER
Registration Number:	3996168	FREEWAY INSURANCE
Registration Number:	4078834	
Registration Number:	3834346	SIEMPRE GANA CON FREEWAY INSURANCE
Registration Number:	3744551	VERN FONK
Registration Number:	3744552	REMEMBER TO HONK WHEN YOU DRIVE BY VERNF
Registration Number:	3591103	FREEWAY
Registration Number:	3584286	IT'S THAT THING YOU'RE SPEEDING ON
Registration Number:	3171136	COST-U-LESS INSURANCE CENTER
Registration Number:	2378677	USAGENCIES
Registration Number:	2354505	USAGENCIES

Property Type	Number	Word Mark
Registration Number:	2066072	INSURE EXPRESS
Registration Number:	4570937	KELLER GROUP
Registration Number:	6374764	INSUREONE BENEFITS MARKETPLACE
Registration Number:	6313409	TOTAL COVERAGE. ONE SOURCE
Registration Number:	6116008	INSUREONE
Registration Number:	6165104	INSUREONE
Registration Number:	6097461	1
Registration Number:	3028793	WELDING DISTRIBUTORS PARTNERING GROUP
Registration Number:	3045971	WDPG
Registration Number:	2372895	INSUREONE
Registration Number:	2382054	THE INSURANCE SUPERSTORE
Registration Number:	2231104	SEGUROS UNO
Registration Number:	3805890	ISOPAY
Registration Number:	5543832	SEGUROS SIN BARRERAS
Serial Number:	90266220	WIZARD LIZARD
Serial Number:	90154775	CONFIE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553346

Email: jmull@stblaw.com

Correspondent Name: Melanie Jolson

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	065664/0007
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	09/14/2021

Total Attachments: 10

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 10, 2021, is made by **AGGRESSIVE INSURANCE SERVICES, L.L.C.**, a Texas limited liability company, **BLUEFIRE INSURANCE SERVICES, INC.**, a Delaware corporation, **CONFIE ADMINISTRATIVE SERVICES, INC.**, a California corporation, **CONFIE HOLDING II CO.**, a Delaware corporation, **EXPRESSLINK, INC.**, a California corporation, **FREEWAY INSURANCE SERVICES AMERICA, LLC**, an Illinois limited liability company, **INSURE EXPRESS INSURANCE SERVICE, INC.**, a California corporation, **INSUREONE INSURANCE SERVICES, AMERICA, LLC**, an Illinois corporation, **ISOPAY, L.L.C.**, a Delaware limited liability company, and **SSB INSURANCE SERVICES, INC.**, a Delaware corporation (each a "Grantor" and, collectively, the "Grantors"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the "Agent") in connection with that certain Credit Agreement, dated as of August 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Alliant Services, Inc. (f/k/a Alliant Holdings, Inc.), a California corporation ("Holdings"), Alliant Holdings Intermediate, LLC, a California limited liability company (the "Principal Borrower"), the Co-Borrowers from time to time parties thereto (together with the Principal Borrower, collectively, the "Borrowers" and each individually, a "Borrower"), the Lenders from time to time party thereto and the Agent.

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, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries 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 a Security Agreement, dated as of August 14, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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 their respective loans to the Borrowers, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with one or more Borrowers, each Grantor agrees, for the benefit of the 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 such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded

Property (including, without limitation, those items 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 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 a 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; Electronic Signatures. 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. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignment and assumption agreements, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

AGGRESSIVE INSURANCE SERVICES, L.L.C., as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

BLUEFIRE INSURANCE SERVICES, INC., as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

CONFIE ADMINISTRATIVE SERVICES, INC., as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

CONFIE HOLDING II CO., as a Grantor

By: _____
Name: Cesar Soriano
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

EXPRESSLINK, INC., as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

FREEWAY INSURANCE SERVICES AMERICA, LLC, as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

INSUREONE INSURANCE SERVICES, AMERICA, LLC, as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

ISOPAY, L.L.C., as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

SSB INSURANCE SERVICES, INC., as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

INSURE EXPRESS INSURANCE SERVICE, INC.,
as a Grantor

By: _____
Name: Cesar Sorrano
Title: Chairman and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Agent

By: _____
Name: Lisa Hanson
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
AGGRESSIVE INSURANCE	AGGRESSIVE INSURANCE SERVICES, LLC	86612919	28-APR-2015	4873562	22-DEC-2015
BLUEFIRE INSURANCE	BLUEFIRE INSURANCE SERVICES, INC.	88139987	02-OCT-2018	5939462	17-DEC-2019
Design Only	BLUEFIRE INSURANCE SERVICES, INC.	88139990	02-OCT-2018	5928180	03-DEC-2019
Design Only	BLUEFIRE INSURANCE SERVICES, INC.	88139992	02-OCT-2018	5928181	03-DEC-2019
BLUEFIRE INSURANCE	BLUEFIRE INSURANCE SERVICES, INC.	88076323	13-AUG-2018	5904638	05-NOV-2019
A	BLUEFIRE INSURANCE SERVICES, INC.	88229848	14-DEC-2018	5962988	14-JAN-2020
A	BLUEFIRE INSURANCE SERVICES, INC.	88229853	14-DEC-2018	5962989	14-JAN-2020
A NEW KIND OF INSURANCE EXPERIENCE	BLUEFIRE INSURANCE SERVICES, INC.	88139994	02-OCT-2018	5928182	03-DEC-2019
WIZARD LIZARD	CONFIE ADMINISTRATIVE SERVICES, INC.	90266220	20-OCT-2020		
EZBUY	CONFIE ADMINISTRATIVE SERVICES, INC.	77928467	04-FEB-2010	3844891	07-SEP-2010
WIZARD LIZARD	CONFIE ADMINISTRATIVE SERVICES, INC.	76658456	14-APR-2006	3781434	27-APR-2010
CONFIE	CONFIE HOLDING II CO.	90154775	02-SEP-2020		
BRICK-ESALES	CONFIE HOLDING II CO.	88067210	06-AUG-2018	6389695	15-JUN-2021
BRICK-E SALES	CONFIE HOLDING II CO.	88067227	06-AUG-2018	6403908	29-JUN-2021
WE CARE COMMITMENT · ACCOUNTABILITY · RESPECT · EXCELLENCE	CONFIE HOLDING II CO.	86357079	04-AUG-2014	4923596	22-MAR-2016

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
PROTECT-O-METER LIABILITY ONLY UNINSURED MOTORIST COMPREHENSIVE AND COLLISION MEDICAL ADDITIONAL COVERAGE	CONFIE HOLDING II CO.	86357093	04-AUG-2014	4978679	14-JUN-2016
CONFÍE	CONFIE HOLDING II CO.	85290721	08-APR-2011	4768881	07-JUL-2015
CONFIE SEGUROS	CONFIE HOLDING II CO.	77664950	06-FEB-2009	3753855	02-MAR-2010
E EXPRESSLINK	EXPRESSLINK, INC.	76430891	11-JUL-2002	2809886	03-FEB-2004
PERSONABLE	FREEWAY INSURANCE SERVICES AMERICA, LLC	85525335	25-JAN-2012	4481652	11-FEB-2014
Design Only	FREEWAY INSURANCE SERVICES AMERICA, LLC	85525344	25-JAN-2012	4518233	22-APR-2014
AUTO INSURANCE DISCOUNTERS	FREEWAY INSURANCE SERVICES AMERICA, LLC	85875871	14-MAR-2013	4779792	28-JUL-2015
FREEWAY INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	90059640	17-JUL-2020	6239745	05-JAN-2021
FREEWAY INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	90059641	17-JUL-2020	6245528	12-JAN-2021
Design Only	FREEWAY INSURANCE SERVICES AMERICA, LLC	90059644	17-JUL-2020	6239746	05-JAN-2021
SPEEDLANE INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	88962582	12-JUN-2020	6279202	23-FEB-2021
Design Only	FREEWAY INSURANCE SERVICES AMERICA, LLC	88962585	12-JUN-2020	6279203	23-FEB-2021
DRIVING SAVINGS	FREEWAY INSURANCE SERVICES AMERICA, LLC	88787907	06-FEB-2020	6290771	09-MAR-2021
DRIVER'S CHOICE	FREEWAY INSURANCE SERVICES AMERICA, LLC	87191584	03-OCT-2016	5212807	30-MAY-2017
DRIVER'S CHOICE LOW COST AUTO INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	87191567	03-OCT-2016	5204381	16-MAY-2017

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
COST U LESS	FREEWAY INSURANCE SERVICES AMERICA, LLC	87172204	15-SEP-2016	5320683	31-OCT-2017
SPEEDLANE INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	87084966	27-JUN-2016	5145557	21-FEB-2017
SPEEDLANE INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	87077667	20-JUN-2016	5137017	07-FEB-2017
OASIS INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	86536907	17-FEB-2015	4812694	15-SEP-2015
COST U LESS INSURANCE CENTER	FREEWAY INSURANCE SERVICES AMERICA, LLC	85874970	13-MAR-2013	4428545	05-NOV-2013
FREEWAY INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	85041980	18-MAY-2010	3996168	19-JUL-2011
Design Only	FREEWAY INSURANCE SERVICES AMERICA, LLC	85042049	18-MAY-2010	4078834	03-JAN-2012
SIEMPRE GANA CON FREEWAY INSURANCE	FREEWAY INSURANCE SERVICES AMERICA, LLC	77897382	18-DEC-2009	3834346	17-AUG-2010
VERN FONK	FREEWAY INSURANCE SERVICES AMERICA, LLC	77770752	30-JUN-2009	3744551	02-FEB-2010
REMEMBER TO HONK WHEN YOU DRIVE BY VERN FONK	FREEWAY INSURANCE SERVICES AMERICA, LLC	77770753	30-JUN-2009	3744552	02-FEB-2010
FREEWAY	FREEWAY INSURANCE SERVICES AMERICA, LLC	77546480	13-AUG-2008	3591103	17-MAR-2009
IT'S THAT THING YOU'RE SPEEDING ON	FREEWAY INSURANCE SERVICES AMERICA, LLC	77339544	29-NOV-2007	3584286	03-MAR-2009
COST-U-LESS INSURANCE CENTER	FREEWAY INSURANCE SERVICES AMERICA, LLC	78755643	16-NOV-2005	3171136	14-NOV-2006
USAGENCIES	FREEWAY INSURANCE SERVICES AMERICA, LLC	75589294	16-NOV-1998	2378677	22-AUG-2000
USAGENCIES	FREEWAY INSURANCE SERVICES AMERICA, LLC	75480510	06-MAY-1998	2354505	06-JUN-2000
INSURE EXPRESS	INSURE EXPRESS INSURANCE SERVICE, INC.	74264677	10-APR-1992	2066072	03-JUN-1997

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
KELLER GROUP	INSUREONE INSURANCE SERVICES AMERICA, LLC	85955494	10-JUN-2013	4570937	22-JUL-2014
INSUREONE BENEFITS MARKETPLACE	INSUREONE INSURANCE SERVICES AMERICA, LLC	90179359	14-SEP-2020	6374764	01-JUN-2021
TOTAL COVERAGE. ONE SOURCE	INSUREONE INSURANCE SERVICES AMERICA, LLC	90115329	14-AUG-2020	6313409	06-APR-2021
INSUREONE	INSUREONE INSURANCE SERVICES AMERICA, LLC	88409770	30-APR-2019	6116008	04-AUG-2020
INSUREONE	INSUREONE INSURANCE SERVICES AMERICA, LLC	88409774	30-APR-2019	6165104	29-SEP-2020
1	INSUREONE INSURANCE SERVICES AMERICA, LLC	88409777	30-APR-2019	6097461	07-JUL-2020
WELDING DISTRIBUTORS PARTNERING GROUP	INSUREONE INSURANCE SERVICES AMERICA, LLC	78525685	02-DEC-2004	3028793	13-DEC-2005
WDPG	INSUREONE INSURANCE SERVICES AMERICA, LLC	78525693	02-DEC-2004	3045971	17-JAN-2006
INSUREONE	INSUREONE INSURANCE SERVICES AMERICA, LLC	75800613	16-SEP-1999	2372895	01-AUG-2000
THE INSURANCE SUPERSTORE	INSUREONE INSURANCE SERVICES AMERICA, LLC	75266853	31-MAR-1997	2382054	05-SEP-2000
SEGUROS UNO	INSUREONE INSURANCE SERVICES AMERICA, LLC	75184143	21-OCT-1996	2231104	09-MAR-1999
ISOPAY	ISOPAY, L.L.C.	77794053	31-JUL-2009	3805890	22-JUN-2010
SEGUROS SIN BARRERAS	SSB INSURANCE SERVICES, INC.	87514780	03-JUL-2017	5543832	21-AUG-2018