

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Murray Insurance Associates, Inc.		10/13/2021	Corporation: PENNSYLVANIA
AP Global Insurance Services, LLC		10/13/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	Gateway Village - 900 Building
Internal Address:	NC1-026-06-09 (MacLegal), 900 W Trade St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	6020083	BETTER PREPARED. MORE SECURE.
Registration Number:	4700887	CHOICE BENEFITS MARKETPLACE
Registration Number:	4404105	MURRAY SECURUS
Registration Number:	5234982	FLORIDA INSURANCE TRUST STRENGTH IN MEMB
Registration Number:	5084637	WORLD RISK MANAGEMENT
Registration Number:	4949201	WORLD RISK MANAGEMENT
Registration Number:	4835705	NPIS NON-PROFIT INSURANCE SERVICES
Registration Number:	4921227	NPIS NON-PROFIT INSURANCE SERVICES
Registration Number:	4835704	NPIS
Registration Number:	4921226	NPIS
Registration Number:	5043645	FLORIDA INSURANCE TRUST
Registration Number:	4921225	BALLATOR INSURANCE GROUP
Registration Number:	4921224	BALLATOR INSURANCE GROUP
Registration Number:	4921223	BALLATOR INSURANCE GROUP
Registration Number:	4921221	BALLATOR INSURANCE GROUP

OP \$390.00 6020083

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:	10/18/2021

Total Attachments: 7

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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):

- 1. Murray Insurance Associates, Inc.
- 2. AP Global Insurance Services, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-PA; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 13, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: Gateway Village - 900 Building,
NC1-028-06-09 (MacLegal), 900 W Trade St.

City: Charlotte

State: NC

Country: USA Zip: 28255

- 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 A

B. Trademark Registration No.(s)
See Schedule A

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,
32 Old Slip

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: 15

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

October 18, 2021
Date

Elaine Carrera

Name of Person Signing

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

7

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

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated October 13, 2021, is made by the Murray Insurance Associates, Inc., a Pennsylvania corporation and AP Global Insurance Services, LLC, a Delaware limited liability company (each a “Grantor”) in favor of Bank of America, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Dolphin Midco, Inc., a Delaware corporation, as Holdings, Dolphin Merger Sub, Inc., a Delaware corporation, which on the Closing Date was merged with and into AssuredPartners, Inc., a Delaware corporation (with AssuredPartners, Inc. as the surviving entity and the “Borrower”), Bank of America, N.A. as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender and each lender from time to time party thereto (collectively, the “Lenders”) have entered into the Credit Agreement dated October 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the (“Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrower, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor is made party to the Security Agreement dated October 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto (the “Collateral”).

SECTION 2. Recordation. This Trademark Security 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. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may, if agreed by the Collateral Agent, be in the form of an Electronic Record and may be executed using

Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Trademark Security Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Trademark Security Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Collateral Agent a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of 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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MURRAY INSURANCE ASSOCIATES, INC., as
Grantor

By: 

Name: Paul Vredenburg

Title: Executive Vice President and Chief
Operating Officer

AP GLOBAL INSURANCE SERVICES, LLC, as
Grantor

By: 

Name: Paul Vredenburg

Title: Executive Vice President and Chief
Operating Officer

BANK OF AMERICA, N.A., as Collateral Agent

By: Melissa Mullis
Name: Melissa Mullis
Title: Vice President

SCHEDULE A

United Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No. Filing Date</u>	<u>Registration No. Registration Date</u>	<u>Registrant</u>
BETTER PREPARED MORE SECURE	USA	Registered	88/276396 25-Jan-2019	6020083 24-Mar-2020	Murray Insurance Associates, Inc.
CHOICE BENEFITS MARKETPLACE	USA	Registered	86/117760 13-Nov-2013	4700887 10-Mar-2015	Murray Insurance Associates, Inc.
MURRAY SECURUS	USA	Registered	85/567590 13-Mar-2012	4404105 17-Sep-2013	Murray Insurance Associates, Inc.
MURRAY	State of Wisconsin	Registered	— —	219 0077935 04-Dec-2019	Murray Insurance Associates, Inc.
FLORIDA INSURANCE TRUST STRENGTH IN MEMBERSHIP	USA	Registered	87/018506 28-Apr-2016	5234982 4-Jul-2017	AP GLOBAL INSURANCE SERVICES, LLC
WORLD RISK MANAGEMENT	USA	Registered	86/549604 1-Mar-2015	5084637 22-Nov-2016	AP GLOBAL INSURANCE SERVICES, LLC
WORLD RISK MANAGEMENT	USA	Registered	86/549600 1-Mar-2015	4949201 3-May-2016	AP GLOBAL INSURANCE SERVICES, LLC
NPIS NON- PROFIT INSURANCE SERVICES	USA	Registered	86/549596 1-Mar-2015	4835705 20-Oct-2015	AP GLOBAL INSURANCE SERVICES, LLC
NPIS NON- PROFIT INSURANCE SERVICES	USA	Registered	86/549594 1-Mar-2015	4921227 22-Mar-2016	AP GLOBAL INSURANCE SERVICES, LLC
NPIS	USA	Registered	86/549592 1-Mar-2015	4835704 20-Oct-2015	AP GLOBAL INSURANCE SERVICES, LLC
NPIS	USA	Registered	86/549590 -Mar-2015	4921226 22-Mar-2016	AP GLOBAL INSURANCE

					SERVICES, LLC
FLORIDA INSURANCE TRUST	USA	Registered	86/549585 1-Mar-2015	5043645 20-Sep-2016	AP GLOBAL INSURANCE SERVICES, LLC
BALLATOR INSURANCE GROUP	USA	Registered	86/549582 1-Mar-2015	4921225 22-Mar-2016	AP GLOBAL INSURANCE SERVICES, LLC
BALLATOR INSURANCE GROUP	USA	Registered	86/549579 1-Mar-2015	4921224 22-Mar-2016	AP GLOBAL INSURANCE SERVICES, LLC
BALLATOR INSURANCE GROUP	USA	Registered	86/549575 1-Mar-2015	4921223 22-Mar-2016	AP GLOBAL INSURANCE SERVICES, LLC
BALLATOR INSURANCE GROUP	USA	Registered	86/549572 1-Mar-2015	4921221 22-Mar-2016	AP GLOBAL INSURANCE SERVICES, LLC