

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FOUNDATION RISK PARTNERS, CORP.		10/29/2021	Corporation: DELAWARE
CORPORATE SYNERGIES GROUP, LLC		10/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3248810	BENEFITSVIP
Registration Number:	3170420	CORPORATE SYNERGIES
Registration Number:	4902186	INDUSTRY EMPLOYER PARTICIPANTS MARKET IN
Registration Number:	3097226	ONLINESYNERGIES
Registration Number:	3089274	ONLINESYNERGIES
Registration Number:	4860045	SYNERGIES360
Registration Number:	5891668	FOUNDATION RISK PARTNERS
Registration Number:	3219987	MILLENNIUM CORPORATE SOLUTIONS
Registration Number:	3219986	MILLENNIUM RISK MANAGEMENT AND INSURANCE
Registration Number:	3483029	M
Registration Number:	3460204	MILLENNIUM RISK MANAGEMENT AND INSURANCE
Registration Number:	3460203	MILLENNIUM CORPORATE SOLUTIONS

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.

TRADEMARK

Phone: 617.526.9839
Email: ypan@proskauer.com
Correspondent Name: Rachael Walker
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 11668-542

NAME OF SUBMITTER: Rachael Walker

SIGNATURE: /Rachael Walker/

DATE SIGNED: 10/29/2021

Total Attachments: 7

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EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2021 (this “Agreement”), between FOUNDATION RISK PARTNERS, CORP., a Delaware corporation, CORPORATE SYNERGIES GROUP, LLC, a Delaware limited liability company (each a “Grantor”) and ARES CAPITAL CORPORATION, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of October 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among FRP PARENT, CORP., a Delaware corporation (“Initial Holdings”), FOUNDATION RISK PARTNERS, CORP., a Delaware corporation (the “Company”), and ARES CAPITAL CORPORATION as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of October 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral 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 Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

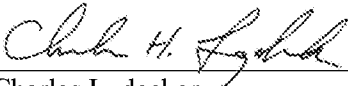
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

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

FOUNDATION RISK PARTNERS, CORP., as a
Grantor

By: 
Name: Charles Lydecker
Title: President and Chief Executive Officer

CORPORATE SYNERGIES GROUP, LLC,
as a Grantor

By: _____
Name: Andrew Bloom
Title: Co-Chief Executive Officer

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

FOUNDATION RISK PARTNERS, CORP., as a
Grantor

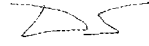
By: _____
Name: Charles Lydecker
Title: President and Chief Executive Officer

CORPORATE SYNERGIES GROUP, LLC,
as a Grantor

By:  _____
Name: Andrew Bloom
Title: Co-Chief Executive Officer

ARES CAPITAL CORPORATION, as First Lien
Collateral Agent

By: _____

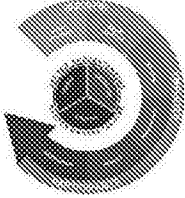



Name: David Schwartz

Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

Trademark & Design	Registration No.	Registration Date	Registered Owner
BENEFITSVIP	3,248,810	June 5, 2007	Corporate Synergies Group, LLC
CORPORATE SYNERGIES	3,170,420	November 14, 2006	Corporate Synergies Group, LLC
	4,902,186	February 16, 2016	Corporate Synergies Group, LLC
ONLINESYNERGIES	3,097,226	May 30, 2006	Corporate Synergies Group, LLC
	3,089,274	May 9, 2006	Corporate Synergies Group, LLC
SYNERGIES 360	4,860,045	November 24, 2015	Corporate Synergies Group, LLC
Foundation Risk Partners	5891668	October 22, 2019	Foundation Risk Partners, Corp.
Millennium Corporate Solutions	3219987	March 20, 2007	Foundation Risk Partners, Corp.
Millennium Risk Management and Insurance Services	3219986	March 20, 2007	Foundation Risk Partners, Corp.
M	3483029	August 12, 2008	Foundation Risk Partners, Corp.
Millennium Risk Management and Insurance Services	3460204	July 8, 2008	Foundation Risk Partners, Corp.

Trademark & Design	Registration No.	Registration Date	Registered Owner
Millennium Corporate Solutions	3460203	July 8, 2008	Foundation Risk Partners, Corp.