

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755889

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Declaration		
RESUBMIT DOCUMENT ID:	900695419		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midtown Madison Management LLC		03/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EG Insurance Holdco, LLC		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 230		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4941748	CLUTCHANALYTICS	
Registration Number:	4646199	C CLUTCHINSURANCE	
Registration Number:	5814808	THE HEARTH INSURANCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>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.</i>			
Phone:	2149813308		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	2021 McKinney Avenue, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	098473-10080		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	09/16/2022		

Total Attachments: 46

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DECLARATION OF [●] UNDER 37 C.F.R. §2.20

This Declaration is made as of the date recited below by Paul Clute, Chief Financial Officer (CFO) of EG Insurance Holdco, LLC, a Delaware limited liability company ("EG Holdco"), the current owner of certain U.S. service mark registrations previously owned by Clutch Analytics, LLC, a Texas limited liability company ("Clutch"), namely, C CLUTCHINSURANCE, U.S. Tm. Reg. No. 4646199, and CLUTCHANALYTICS, U.S. Tm. Reg. No. 4941748 (collectively, the "Clutch Marks"). The declarant has personal knowledge of the corporate events relating to current ownership of the Clutch Marks by EG Holdco, and requests recordation of this Declaration to update the title to same.

Pursuant to that certain Trademark Security Agreement, dated as of March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "First-Lien Security Agreement"), by and among Clutch as Grantor, and Midtown Madison Management LLC, a Delaware limited liability company ("Midtown"), as Collateral Agent, as recorded at the United States Patent and Trademark Office (the "USPTO") on March 15, 2019 at Reel 006592 Frame 0125, Midtown previously held a valid and perfected first-lien security interest in the Trademark Collateral (as defined in the First-Lien Security Agreement), to secure Clutch's obligations under the Credit Agreement (as defined in the Trademark Security Agreement), which Trademark Collateral included the Clutch Marks. Attached as Exhibit A is true and correct copy of the First-Lien Security Agreement as recorded with the USPTO.

As set forth in paragraph 3 of that certain Transfer Statement, dated as of March 4, 2020 (the "Transfer Statement"), Clutch defaulted under that Certain Guaranty and Collateral Agreement, and Midtown, as administrative agent and collateral agent for the lenders under the Credit Agreement (as defined in the First-Lien Security Agreement) exercised its post-default remedies under the First-Lien Security Agreement and the Credit Agreement (as defined in the First-Lien Security Agreement) and disposed of the Subject Collateral (as defined in the Transfer Statement) by public sale (the "Foreclosure Sale") in accordance with Section 9-610 of Article 9 of the Uniform Commercial Code as then in effect in the State of New York (the "UCC"), which Foreclosure Sale closed on March 4, 2020. Attached as Exhibit B is a redacted true and correct copy of the Transfer Statement. The Subject Collateral included the Clutch Marks, as set forth in Exhibits A and D to the Transfer Statement (Exhibit A of which describes the Subject Collateral, and Exhibit D of which consists of the Trademark Security Agreement).

EG Holdco purchased the Subject Collateral in the Foreclosure Sale pursuant to that certain Asset Purchase Agreement, dated as of March 4, 2020 (the "Asset Purchase Agreement"), by and between Midtown, as administrative agent and collateral agent for the lenders under the Credit Agreement (as defined in the First-Lien Security Agreement), and EG Holdco, as Purchaser (as defined in the Asset Purchase Agreement). Attached as Exhibit C is a redacted true and correct copy of the Asset Purchase Agreement. As set forth in Section 1 of the Asset Purchase Agreement, the Assets (as defined therein) purchased by EG Holdco under the Asset Purchase Agreement consisted of those set forth on Exhibit A to the Asset Purchase Agreement, and as reflected in Exhibit A to the Asset Purchase Agreement, the Assets (as defined in the Asset Purchase Agreement) consisted of the Subject Collateral (as defined in the Transfer Statement), which, as noted above, included the Clutch Marks. Consequently, EG Holdco currently owns all right, title and interest in, to, and under the Clutch Marks.

The Transfer Statement was executed and delivered pursuant to the APA as set forth in the Section 5 (b) of the APA. As noted in the introductory paragraph of the Transfer Statement, the Transfer Statement is "a 'transfer statement' as defined in Section 9-619 of the UCC." Section 9-619(b) of the UCC provides:

(b) Effect of transfer statement. A transfer statement entitles the transferee to the transfer of record of all rights of the debtor in the collateral specified in the statement in any official filing, recording, registration, or certificate of title system covering the collateral. If a transfer statement is presented with the applicable fee and request form to the official or office responsible for maintaining the system, the official or office shall:

- (1) accept the transfer statement;
- (2) promptly amend its records to reflect the transfer; and
- (3) if applicable, issue a new appropriate certificate of title in the name of transferee.

UCC §9-619(b).

Subsequent to the Transfer Statement and the Asset Purchase Agreement, Midtown and EG Holdco entered into an assignment of the Clutch Marks. Attached hereto as Exhibit D is a true and correct copy of the Assignment of Trademarks from Midtown to EG Holdco.

EG Holdco hereby requests that the Assignment Branch of the US Trademark Office record this Declaration and supporting exhibits to update the title to the Clutch Marks to reflect EG Holdco's right, title and interest in, to, and under the Clutch Marks by operation of law via the Foreclosure Sale. The Clutch Marks have continued to be used in U.S. interstate commerce from the date of the Foreclosure Sale to the present, and the Clutch Marks are currently being used by EG Holdco in U.S. interstate commerce.

The undersigned, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

EG INSURANCE HOLDCO, LLC

By: Paul Shute

Its: CFO

Date: 10/26/21

EXHIBIT A

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM514506

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clutch Analytics, LLC		03/04/2019	Limited Liability Company: TEXAS
The Hearth Insurance Group, LLC		03/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Midtown Madison Management LLC		
Street Address:	780 Third Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87596443	THE HEARTH INSURANCE GROUP	
Registration Number:	4941748	CLUTCHANALYTICS	
Registration Number:	4646199	C CLUTCHINSURANCE	
CORRESPONDENCE DATA			
Fax Number:	2156563301		
<i>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.</i>			
Phone:	215-656-3300		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET STREET, SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	371893-000030		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamibartow/		

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DATE SIGNED:

03/15/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

March 4, 2019

WHEREAS, Clutch Analytics, LLC, a Texas limited liability company ("**Clutch**"), and The Hearth Insurance Group, LLC, a Delaware limited liability company ("**Hearth**", and together with Clutch, the "**Grantors**") own or license the Trademark Collateral (as defined below);

WHEREAS, Whited and Sons LLC, Windhaven Select, LLC, Windhaven Underwriters, LLC, Clutch, Windhaven Insurance Holdings Corporation (collectively, the "**Borrowers**"), the other Loan Parties party thereto, the Lenders party thereto, and Midtown Madison Management LLC, as Administrative Agent and Collateral Agent, are parties to a Credit Agreement, dated as of March 4, 2019 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement, dated as of March 4, 2019 (as amended and/or supplemented from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrowers, the Grantors party thereto and Midtown Madison Management LLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors have secured certain of its obligations (the "**Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Grantee, to secure the Obligations and Secured Guarantees, as applicable, a continuing security interest in all of each Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantors, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; *provided* that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

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(ii) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantors are the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantors (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantors under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantors irrevocably constitute and appoint the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of each Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantors agree not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of a Grantor (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

[Signature Pages Follow]


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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CLUTCH ANALYTICS, LLC

By: 
Name: Jimmy Whited
Title: Sole Member

**THE HEARTH INSURANCE GROUP,
LLC**

By: 
Name: Jimmy Whited
Title: Manager

[Signature Page to Trademark Security Agreement]

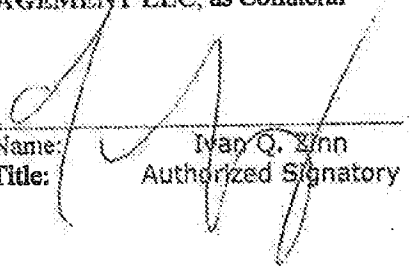
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Acknowledged:

**MIDTOWN MADISON
MANAGEMENT LLC, as Collateral
Agent**

By:


Name: Ivan Q. Sinn
Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

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**Schedule 1
to Trademark
Guarantee and Collateral Agreement**

U.S. TRADEMARK REGISTRATIONS

Owner	Word Mark	Serial Number	Reg. Number	Reg. Date
Clutch Analytics, LLC	 Clutch Analytics	86/031962	4,941,748	April 19, 2016
Clutch Analytics, LLC	 clutchinsurance	86/039713	4,646,199	November 25, 2014

U.S. TRADEMARK APPLICATIONS

Owner	Word Mark	Serial Number	Filing Date
The Hearth Insurance Group, LLC	 THE HEARTH INSURANCE GROUP	87/596,443	September 5, 2017

TRADEMARKS LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	App. or Reg. No.	App. or Reg. Date
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None.

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RECORDED: 03/15/2019

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EXHIBIT B

TRANSFER STATEMENT

THIS TRANSFER STATEMENT (this "Transfer Statement") is executed as of March 4, 2020 by Midtown Madison Management LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders (as defined below) (such entity, its successors in interest, assignees or transferees, "Agent") under the Credit Agreement (as defined below), pursuant to Article 9 of the Uniform Commercial Code as in effect in the State of New York (the "UCC"), including under Section 9-619 of the UCC (and, for the avoidance of doubt, shall constitute a "transfer statement" as such term is used and defined in Section 9-619 of the UCC).

1. Whited and Sons LLC, Windhaven Select, LLC, Windhaven Underwriters, LLC, Clutch Analytics, LLC and Windhaven Insurance Holdings Corporation (collectively, the "Borrowers") and each individually, a "Borrower") and Agent are parties to that certain Credit Agreement, dated as of March 4, 2019 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") by and among the Borrowers, the lenders party thereto (the "Lenders") and Agent. Capitalized terms used herein and not otherwise defined herein are used as defined in the Credit Agreement.

2. As security for the payment and performance of the Secured Obligations, pursuant to the Credit Agreement, the Windhaven Loan Parties (as defined below) granted Agent, for the benefit of the Lenders, a lien on and security interest in, upon, and to the Collateral. A copy of the (i) Guarantee and Collateral Agreement, dated March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Clutch Wholesale Insurance Agency, LLC, Windhaven Top Insurance Holdings, LLC, Windhaven National Holding Company, Windhaven Insurance Services, LLC, Windhaven Claims Management, LLC, and The Hearth Insurance Group, LLC (collectively, the "Guarantors" and each individually, a "Guarantor," and together with the Borrowers, the "Windhaven Loan Parties"), the Borrowers and Agent, and (ii) the Trademark Security Agreement, dated as of March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement," and together with the Security Agreement, the "Security Agreements") by and between Clutch Analytics, LLC, The Hearth Insurance Group, LLC and Agent are attached hereto as Exhibit C and Exhibit D, respectively.

3. One or more Events of Default have occurred and are continuing under the Credit Agreement, and the Acceleration Date has been triggered in connection with obligations secured by the Collateral. Agent has exercised its post-default remedies with respect to certain of the Collateral, as set forth in Exhibit A hereto, excluding the "Excluded Property" as set forth in Exhibit B hereto, (collectively, the "Subject Collateral") and disposed of the Subject Collateral by a public sale in accordance with Section 9-610 et seq. of the UCC (the "Disposition"). By reason of such exercise of post-default remedies by Agent, pursuant to Sections 9-610 and 9-617 of the UCC, EG Insurance Holdco, LLC, a Delaware limited liability company (the "Transferee"), has acquired all right, title, and interest of the Borrowers and Guarantors in, to and under the Subject Collateral, free and clear of the security interest of Agent and the Lenders and any security interest or lien subordinate to the security interest of Agent and the Lenders in, to and under such Subject Collateral. The legal name and mailing address of Agent, as secured

party, the Windhaven Loan Parties, as debtors (and obligors or secondary obligors under the secured obligations), and Transferee are as follows:

Agent:

Midtown Madison Management LLC
780 Third Avenue, 27th Floor
New York, NY 10017
Attention: Matthew Spiro

Windhaven Loan Parties:

Clutch Wholesale Insurance Agency, LLC
Windhaven Top Insurance Holdings, LLC
Windhaven National Holding Company
Windhaven Insurance Services, LLC
Windhaven Claims Management, LLC
The Hearth Insurance Group, LLC
3155 NW 77th Avenue
Miami, FL 33122

Transferee:

c/o Altamont Capital Partners
400 Hamilton Avenue, Suite 230
Palo Alto, California 94301
Attention: Sam Gaynor; Raimundo Ruiz

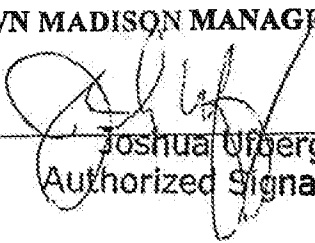
4. Agent hereby confirms that it has received (i) \$5,000,000 by wire transfer in immediately available funds as payment in full of the bid price of the Transferee at the Disposition and no additional amounts are due to satisfy the obligations of the Transferee to Agent or the Lenders in connection with the Disposition, except as provided for in connection with the foregoing notes. The Required Lenders have instructed Agent (to the extent necessary), and Agent is and was otherwise duly authorized, to make the Disposition and to execute this Transfer Statement.

5. Agent hereby authorizes, and agrees to execute and deliver documents necessary for: (i) the filing of any UCC financing statement amendments relating to the financing statements currently filed against the Windhaven Loan Parties by Agent or the Lenders in connection with the Credit Agreement to reflect the release by Agent and the Lenders of any security interests in the Subject Collateral, (ii) the recording of all documents necessary to reflect the transfer of the Subject Collateral free and clear of the security interest of Agent and the Lenders and any security interest or lien subordinate to the security interest of Agent and the Lenders and (iii) the transfer of title to any intellectual property registration or application included in the Subject Collateral to Transferee or its designee. Without limiting the foregoing, Agent hereby authorizes the filing of this Transfer Statement in any intellectual property registry office, in full or redacted form.

6. EXCEPT AS OTHERWISE SET FORTH IN THE ASSET PURCHASE AGREEMENT DATED MARCH 4, 2020 (THE "ASSET PURCHASE AGREEMENT"), BY AND BETWEEN AGENT AND THE TRANSFEREE, THE SUBJECT COLLATERAL HAS BEEN SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS" WITH NO EXPRESS OR IMPLIED REPRESENTATIONS, COVENANTS, AND WARRANTIES OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF AGENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, VALUE, USEFUL LIFE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. MOREOVER, AND WITHOUT LIMITING ANY OF THE FOREGOING, AGENT SPECIFICALLY DISCLAIMS (I) THE EXISTENCE ON THE CLOSING DATE (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) OF ANY SPECIFIC ITEMS CONSTITUTING THE SUBJECT COLLATERAL OR THE QUANTITY OR QUALITY THEREOF; OR (II) THE CONDITION, QUALITY, SUITABILITY, VALUE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE SUBJECT COLLATERAL. NOTWITHSTANDING THE FOREGOING, AGENT REPRESENTS AND WARRANTS TO THE TRANSFEREE THAT AGENT AND THE LENDERS HAVE NOT ENTERED INTO ANY PRIOR OR CONTEMPORANEOUS TRANSFER OF THE SUBJECT COLLATERAL OR THEIR SECURITY INTERESTS THEREIN TO ANY OTHER PERSON OR ENTITY (OR ANY AGREEMENT TO TRANSFER THE SUBJECT COLLATERAL OR THEIR SECURITY INTERESTS THEREIN).

IN WITNESS WHEREOF, this Transfer Statement has been executed as of the date first above written.

MIDTOWN MADISON MANAGEMENT LLC

By: 
Name: Joshua Urberg
Title: Authorized Signatory

Signature Page to Transfer Statement

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Exhibit A

Subject Collateral Description¹

The Borrowers, Guarantors and certain of their subsidiaries (of which equity interests are pledged as collateral), on a collective basis, are principally engaged in various aspects of the "nonstandard" private passenger automobile liability and physical damage coverage insurance business, including by: (i) writing policies through Windhaven Insurance Company ("WIC") and Windhaven National Insurance Company ("WNIC"), (ii) acting as a reinsurer in the case of Windhaven Insurance Ltd., (iii) acting as third-party administrator in the case of Windhaven Claims Management, LLC and Windhaven Insurance Services, LLC, (iv) acting as managing general agents in the cases of Windhaven Select, LLC, Windhaven Underwriters, LLC, Windhaven Insurance Services, LLC and The Hearth Insurance Group, LLC, and (v) through Clutch Analytics, LLC and Clutch Wholesale Insurance Agency, LLC, maintaining a "B2B2C" digital insurance policy sales and management platform.

The collateral being sold under the Asset Purchase Agreement (the "Assets") include (i) all Accounts; (ii) all Chattel Paper; (iii) all Documents; (iv) all Equipment; (v) all General Intangibles (including any Intellectual Property); (vi) all Instruments; (vii) all Inventory; (viii) all Investment Property, excluding any Equity Interests in Subsidiaries; (ix) all Commercial Tort Claims; (x) all Letter-of-Credit Rights; (xi) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of such Grantor pertaining to any of its Collateral; (xii) such Grantor's ownership interest in (1) its Collateral Accounts, (2) all Financial Assets credited to its Collateral Accounts from time to time and all Security Entitlements in respect thereof and (3) all money in the possession of the Collateral Agent; (xiii) all other Goods; and (xiv) all Proceeds of the Collateral described in the foregoing (i) through (xiii); provided however, for the avoidance of doubt, such Collateral excludes Excluded Assets as defined in the Security Agreement (and as replicated on Exhibit B-1).

The Assets also include, without limitation, to the extent part of the Collateral, (i) Prepaid Continuing Ed Expense, (ii) Prepaid - Dues and Subscriptions, (iii) Prepaid Insurance Expense, (iv) Prepaid License Fees, (v) Prepaid License Fees - Software, (vi) Prepaid Postage - External, (vii) Prepaid Postage - Internal Meter, (viii) Prepaid Postage - PO Box Lease, (ix) Prepaid Repairs and Maintenance, (x) Prepaid T&E, (xi) Office Furniture, (xii) Computer Equipment, (xiii) Software, (xiv) Phone System, (xv) A/R Commission Due from Sub-Prod. - TX, (xvi) A/R Commission Due from Sub-Prod. - FL, (xvii) Leasehold Improvements, (xviii) Producer Commission Cash, (xix) Collateral Pledged Account, (xx) Domain Name, (xxi) Accounts Receivable - Hearth LAE - March, (xxii) the Windhaven Insurance Services, LLC Premium Escrow Account o/b/o Old American (for merchant deposit), (xxiii) the Hearth Insurance Group, LLC Premium Escrow Account o/b/o State Nat'l Ins (for merchant deposit), (xxiiii) Claims Against Embark (as defined below) and (xxiv) all rights of the Guarantors under the following contracts:

¹ Terms used but not otherwise defined herein shall have the meanings given to such terms in the Guarantee and Collateral Agreement, dated March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

1. Windhaven Insurance Services LLC Managing General Agency Agreement, dated July 15, 2015, by and between Old American County Mutual Fire Insurance Company and Windhaven Insurance Services, LLC; provided that, for the avoidance of doubt, no Excluded Property shall be included in the foregoing.

2. General Agency Agreement, dated July 1, 2017, by and among State National Company, Inc., National Specialty Insurance Company, United Specialty Insurance Company, Underwriting Member of Lloyd's Syndicate #2357 and The Hearth Insurance Group, LLC, as amended by Addendum Number One and Addendum Number Two; provided that, for the avoidance of doubt, no Excluded Property shall be included in the foregoing.

3. Software License Agreement, dated July 1, 2017, by and between Clutch Analytics LLC and Windhaven Insurance Services LLC.

4. Software License Agreement, dated June 1, 2018, by and between Clutch Analytics LLC and Windhaven Claims Management LLC.

5. Software License Agreement, dated June 1, 2018, by and between Clutch Analytics LLC and The Hearth Insurance Group LLC.

In addition, pursuant to the terms of the Trademark Security Agreement, Clutch Analytics, LLC and The Hearth Insurance Group, LLC granted as collateral to Midtown Madison Management LLC for the benefit of the Lenders, various trademarks set forth in the Trademark Security Agreement (the "Trademark Collateral") consisting of: (i) each Pledged Trademark owned by the Grantors, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 to the Trademark Security Agreement, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark (excluding any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law); (ii) each Pledged Trademark License to which the Grantors are the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 to the Trademark Security Agreement; and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantors (including, without limitation, any Pledged Trademark identified in Schedule 1 to the Trademark Security Agreement), and all rights and benefits of the Grantors under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 to the Trademark Security Agreement), or for injury to the goodwill associated with any of the foregoing.

**EXHIBIT B – EXCLUDED PROPERTY
REDACTED**

SUBSEQUENT EXHIBITS TO THE TRANSFER STATEMENT REDACTED

EXHIBIT C

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of March 4, 2020, by and between Midtown Madison Management LLC, a Delaware limited liability company, as administrative agent and collateral agent for Lenders (as defined below) (such entity, its successors in interest, assignees or transferees, "Agent"), and EG Insurance Holdco, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

WHEREAS, pursuant to, among other things, (i) that certain Credit Agreement, dated as of March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between Whited and Sons LLC, Windhaven Select, LLC, Windhaven Underwriters, LLC, Clutch Analytics, LLC and Windhaven Insurance Holdings Corporation (collectively, the "Borrowers" and each individually, a "Borrower"), Agent and the lenders party thereto (the "Lenders") (ii) that certain Guarantee and Collateral Agreement, dated March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Clutch Wholesale Insurance Agency, LLC, Windhaven Top Insurance Holdings LLC, Windhaven National Holding Company, Windhaven Insurance Services, LLC, Windhaven Claims Management, LLC, and The Hearth Insurance Group, LLC (collectively, the "Guarantors" and each individually, a "Guarantor," and together with Borrowers, the "Windhaven Loan Parties"), the Borrowers and Agent, and (iii) that certain Trademark Security Agreement, dated as of March 4, 2019 by and between Clutch Analytics, LLC, The Hearth Insurance Group, LLC and Agent, (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement," and together with the Security Agreement, the "Security Agreements") Agent and the Lenders have made certain loans to the Borrowers and provided the Borrowers with certain other financial accommodations.

WHEREAS, the Secured Obligations (as defined in the Credit Agreement) outstanding under the Credit Agreement are secured by collateral set forth therein and in the Security Agreements (the "Collateral").

WHEREAS, based on defaults having been made by the Borrowers under the Transaction Documents (as defined in the Credit Agreement), Agent, on behalf of itself and the Lenders, has enforced certain of its post-default remedies as a secured creditor by disposing of certain of the Collateral (defined below as the Assets) by public sale on March 4, 2020, pursuant to §§9-610, 9-611 and 9-613 of Article 9 of the Uniform Commercial Code as in effect in the State of New York (the "UCC"); and the terms of the Foreclosure Sale Notice and UCC Notice Of Disposition Of Collateral (the "Sale Notice") and those Bid Procedures referenced therein, copies of which Purchaser acknowledges receiving prior to the sale.

WHEREAS, the Purchaser was the successful bidder at the public sale having complied with the Bid Procedures to be a qualified bidder and having made the highest and best bid at the sale.

WHEREAS, pursuant to the terms of the Sale Notice and the Bid Procedures, the Purchaser has agreed to enter into this Agreement with Agent.

WHEREAS, Agent and the Lenders on the one hand and Purchaser on the other hand had entered into this Agreement following arms-length negotiations conducted in good faith.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Agent hereby agree as follows:

1. Sale of Assets. Pursuant to UCC § 9-610, and upon the terms and subject to the conditions of this Agreement, Purchaser agrees to pay Agent, for itself and the Lenders, the Purchase Price (as defined in Section 3 below) on the Closing Date (defined below), and in consideration of and in exchange for Agent's receipt of the Purchase Price, Agent agrees, on the Closing Date (as defined below), to execute and deliver one or more instruments necessary to quitclaim to Purchaser all of the right, title, and interest of Agent and the Windhaven Loan Parties in, to and under the assets set forth on Exhibit A (the "Assets"), quitclaiming to Purchaser any and all rights of Agent and the Lenders in, to and under the Assets. Purchaser acknowledges that it is purchasing the Assets "as is", "where is", "with all faults" and without recourse and (except as set forth in Section 6 below) without representations or warranties of any kind from Agent or Lenders, whether express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties in this disposition, except as set forth in Section 6 below.

2. Excluded Property. Notwithstanding anything to the contrary in this Agreement, the Assets shall not include any of the Excluded Property and the Excluded Property shall not be transferred to Purchaser. For purposes of this Agreement, "Excluded Property" shall include all of the items set forth on Exhibit B.

THIS PARAGRAPH REDACTED

4. Closing. Subject to satisfaction of the conditions precedent set forth in Sections 5 and 6 below, the closing of the purchase and sale of the Assets (the "Closing") shall occur on the date hereof or on such other date and time as the parties shall mutually agree. The date on which the Closing is consummated is referred to herein as the "Closing Date."

5. Deliverables. At the Closing, Agent shall deliver, or cause to be delivered to Purchaser:

(a) A duly executed copy of the Bill of Sale applicable to the Assets to be transferred in the Closing;

(b) Duly executed copies of each of the following documents (each to the extent applicable to the Assets to be transferred at the Closing): (i) Transfer Statement, the form of which is attached hereto as Annex I, (ii) Intellectual Property Security Release Agreement, the form of which is attached hereto as

Annex II, and (iii) Assignment of Trademarks (from Agent), the form of which is attached hereto as Annex III; and.

(c) Agent shall have delivered a duly executed and complete IRS Form W-9 on behalf of itself and/or the applicable beneficial owners of the Assets.

6. Representations and Warranties of Agent. Except as to Agent's representations and warranties expressly provided below, THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS" AND "WITH ALL FAULTS" WITH NO EXPRESS OR IMPLIED REPRESENTATIONS, COVENANTS AND WARRANTIES OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF AGENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, VALUE, USEFUL LIFE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. Moreover, and without limiting any of the foregoing, Agent for itself and the Lenders, specifically disclaims (i) the existence on the Closing Date of any specific items constituting the Assets, Collateral or the quantity or quality thereof; or (ii) the condition, quality, suitability, value, merchantability or fitness for a particular purpose of any of the Assets or Collateral.

(a) Agent (i) is a limited liability company duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and (ii) has all requisite limited liability company power and authority to execute, deliver, and perform the transactions contemplated hereby.

(b) The execution, delivery, and performance by Agent of this Agreement and the consummation of the transaction contemplated hereby are within the power of Agent and have been duly authorized by all necessary actions on the part of the Lenders. The execution of this Agreement by Agent constitutes, or will constitute, a legal, valid and binding obligation of Agent and the Lenders, enforceable against each in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(c) Except as expressly set forth in this Agreement, Agent makes no representations regarding compliance with law applicable to the Collateral and, whether and the extent to which acquisition, purchase, transfer, ownership and/or operation of the Collateral is subject to the prior approval of any Governmental Authority. Agent expressly disclaims any obligation to assist the Purchaser in obtaining any required approval of any Governmental Authority.

(d) The only offices in which Agent has recorded its interest in the Assets are set forth on Schedule I hereof.

7. Representations and Warranties of Purchaser. Purchaser represents and warrants to Agent, as follows:

(a) Purchaser (i) is a limited liability company duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and (ii) has all requisite limited liability company power and authority to execute, deliver, and perform the transactions contemplated hereby.

(b) The execution, delivery, and performance by Purchaser of this Agreement and the consummation of the transaction contemplated hereby are within the power of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. The execution of this Agreement by Purchaser constitutes, or will constitute, a legal valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' right generally and general principles of equity.

(c) No consent, approval, authorization or order of, or registration or filing with, or notice to, any Governmental Authority having jurisdiction or regulatory authority over Purchaser (or any of its properties) is required for (i) Purchaser's execution and delivery of this Agreement (and each agreement executed and delivered by it in connection herewith) or (ii) the consummation by Purchaser of the transactions contemplated by this Agreement (and each agreement executed and delivered by it in connection herewith) or, to the extent so required, such consent, approval, authorization, order, registration, filing or notice either (x) has been obtained, made or given (as applicable) and is still in full force and effect or (y) will be obtained made or given (as applicable) and will be in full force and effect as of each Closing Date.

(d) Purchaser has had the opportunity to inspect the Assets and has been provided access to and has reviewed sufficient information with respect to the Assets in determining to enter into the transaction contemplated herein and expressly acknowledges that neither Agent nor any Lender has made representations, warranties, promises, covenants or guaranties of any kind or character whatsoever, express or implied, with respect to the completeness, accuracy or quality of the information provided to Purchaser.

(e) Purchaser is purchasing the Assets subject to any and all exclusive or non-exclusive licenses of the Assets in existence as of the Closing Date.

(f) No person or entity acting on behalf of Purchaser or Agent or any of its affiliates or under the authority of any of them is or will be entitled to any "brokers" or "finders" fee or any other commission or similar fee, directly or indirectly, from Purchaser or any of its affiliates in connection with any of the transactions contemplated by this Agreement. For the avoidance of doubt, nothing herein shall restrict the ability of Purchaser and its affiliates to consider,

in their sole discretion, an employee's performance in connection with the transactions contemplated by this Agreement in compensating such employee.

8. Expenses. Except as provided in the next sentence, Purchaser and Agent shall each bear their own expenses incurred in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, if either party breaches this agreement, the breaching party shall be responsible for the costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing this Agreement against such breaching party by the non-breaching party.

9. Transfer Taxes. Purchaser shall pay all sales, use, excise, stamp, documentary, filing, recording, transfer or similar fees or taxes or governmental charges, as levied by any taxing authority or governmental agency in connection with the transfer of Assets contemplated by this Agreement. Agent hereby agrees to file all necessary documents with respect to such amounts in a timely manner.

10. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to a party set forth below or when sent by telecopy providing a transmission confirmation (provided that such notice is immediately sent by a recognized overnight delivery service), or three (3) days after mailed by first class mail, registered, or certified, return receipt requested, postage prepaid, or when delivered by a nationally-recognized overnight delivery service, with proof of delivery, delivery charges prepaid, in any case addressed as follows.

To Agent:

MIDTOWN MADISON MANAGEMENT LLC
780 Third Avenue, 27th Floor
New York, NY 10017
Attention: Matthew Spiro
Telephone: (212) 201-1910
Email: spiro@atalayacap.com

To Purchaser:

EG INSURANCE HOLDCO, LLC
c/o Altamont Capital Partners
400 Hamilton Avenue, Suite 230
Palo Alto, California 94301
Attention: Sam Gaynor; Raimundo Ruiz
Telephone: (650) 853-7830; (770) 234-3601
E-mail: sgaynor@altamontcapital.com; rruiz@embarkgeneral.com

11. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement of the parties hereto

regarding the purchase and sale of the Assets, and all prior agreements, understandings, representations and statements, oral or written, are superseded hereby.

(b) Captions. Section captions used in this Agreement are for convenience only, and do not affect the construction of this Agreement.

(c) Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement or, as applicable, the UCC and other applicable law.

(d) Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

(e) Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

(f) Further Assurances. At any time or from time to time after the Closing, without further consideration, Agent shall, at the request of Purchaser, execute and deliver such further instruments and documents in recordable form as Purchaser may reasonably request as may be reasonably necessary to evidence or effect the consummation of the transactions and transfers contemplated by this Agreement and to have such transfers recorded with the applicable intellectual property registry offices, and/or domain name registrars, and/or social media account registries.

(g) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Purchaser and Agent. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York (without reference to conflicts of law principles).

(i) Waiver of Trial by Jury. AGENT AND PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING

UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. AGENT AND PURCHASER HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

(j) Submission to Jurisdiction: Selection of Forum. EACH PARTY HERETO (A) AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS AGREEMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN (I) THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN THE EVENT THAT SUCH COURT LACKS SUBJECT MATTER JURISDICTION OVER THE ACTION OR PROCEEDING, (II) IN AN APPROPRIATE STATE COURT LOCATED IN NEW YORK COUNTY, NEW YORK (HEREAFTER REFERRED TO AS THE "CHOSEN COURT") AND (B) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURT, (C) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURT, (D) WAIVES ANY ARGUMENT THAT THE CHOSEN COURT IS AN INCONVENIENT FORUM OR DOES NOT HAVE JURISDICTION OVER ANY PARTY THERETO, AND (E) AGREES THAT SERVICE OR PROCESS UPON ANY PARTY IN ANY SUCH ACTION OR PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 11 OF THIS AGREEMENT.

(k) Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation."

(l) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

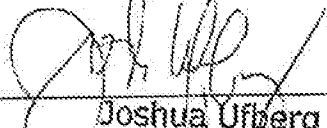
(m) Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign its rights or interests hereunder without providing the other party with prior written notice; provided, however, that Purchaser shall be entitled to assign its rights under this agreement to an entity wholly-owned, directly or indirectly, by it. Neither party may delegate all or any of its obligations or duties hereunder, without the prior written consent of the other party.

(n) Confidentiality. The Confidentiality Agreement dated as of February 19, 2020 (the "Confidentiality Agreement"), between Purchaser and Agent shall survive the execution of this Agreement until the consummation of the transactions contemplated hereby, at which time it shall terminate.

[Signature Page Follows]


IN WITNESS WHEREOF, Purchaser and Agent have caused this Agreement to be executed as of the day and year first above written.

**AGENT: MIDTOWN MADISON
MANAGEMENT LLC**

By: 
Name: _____ Joshua Urberg
Title: Authorized Signatory

[Signature Page to Asset Purchase Agreement]

**PURCHASER: EG INSURANCE HOLDCO,
LLC**

By: 
Name: Keoni Schwartz
Title: President

[Signature Page to Asset Purchase Agreement]

Schedule I

Offices in which Agent has recorded its interests in the Assets

United States Patent and Trademarks Office

Office of the Secretary of State of Delaware

Office of the Secretary of State of Texas

Florida Secured Transaction Registry

Schedule I to Asset Purchase Agreement

WNY - 763876000001 - 10942775 v5

TRADEMARK
REEL: 007799 FRAME: 0364

Exhibit A

Assets Description¹

The Borrowers, Guarantors and certain of their subsidiaries (of which equity interests are pledged as collateral), on a collective basis, are principally engaged in various aspects of the "nonstandard" private passenger automobile liability and physical damage coverage insurance business, including by: (i) writing policies through Windhaven Insurance Company ("WIC") and Windhaven National Insurance Company ("WNIC"), (ii) acting as a reinsurer in the case of Windhaven Insurance Ltd., (iii) acting as third-party administrator in the case of Windhaven Claims Management, LLC and Windhaven Insurance Services, LLC, (iv) acting as managing general agents in the cases of Windhaven Select, LLC, Windhaven Underwriters, LLC, Windhaven Insurance Services, LLC and The Hearth Insurance Group, LLC, and (v) through Clutch Analytics, LLC and Clutch Wholesale Insurance Agency, LLC, maintaining a "B2B2C" digital insurance policy sales and management platform.

The collateral being sold under the Asset Purchase Agreement (the "Assets") include (i) all Accounts; (ii) all Chattel Paper; (iii) all Documents; (iv) all Equipment; (v) all General Intangibles (including any Intellectual Property); (vi) all Instruments; (vii) all Inventory; (viii) all Investment Property, excluding any Equity Interests in Subsidiaries; (ix) all Commercial Tort Claims; (x) all Letter-of-Credit Rights; (xi) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of such Grantor pertaining to any of its Collateral; (xii) such Grantor's ownership interest in (1) its Collateral Accounts, (2) all Financial Assets credited to its Collateral Accounts from time to time and all Security Entitlements in respect thereof and (3) all money in the possession of the Collateral Agent; (xiii) all other Goods; and (xiv) all Proceeds of the Collateral described in the foregoing (i) through (xiii); provided however, for the avoidance of doubt, such Collateral excludes Excluded Assets as defined in the Security Agreement (and as replicated on Exhibit B-1).

The Assets also include, without limitation, to the extent part of the Collateral, (i) Prepaid Continuing Ed Expense, (ii) Prepaid - Dues and Subscriptions, (iii) Prepaid Insurance Expense, (iv) Prepaid License Fees, (v) Prepaid License Fees - Software, (vi) Prepaid Postage - External, (vii) Prepaid Postage - Internal Meter, (viii) Prepaid Postage - PO Box Lease, (ix) Prepaid Repairs and Maintenance, (x) Prepaid T&E, (xi) Office Furniture, (xii) Computer Equipment, (xiii) Software, (xiv) Phone System, (xv) A/R Commission Due from Sub-Prod. - TX, (xvi) A/R Commission Due from Sub-Prod. - FL, (xvii) Leasehold Improvements, (xviii) Producer Commission Cash, (xix) Collateral Pledged Account, (xx) Domain Name, (xxi) Accounts Receivable - Hearth LAE - March, (xxii) the Windhaven Insurance Services, LLC Premium Escrow Account o/b/o Old American (for merchant deposit), (xxiii) the Hearth Insurance Group, LLC Premium Escrow Account o/b/o State Nat'l Ins (for merchant deposit), (xxiiii) Claims Against Embark (as defined below) and (xxiv) all rights of the Guarantors under the following contracts:

¹ Terms used but not otherwise defined herein shall have the meanings given to such terms in the Guarantee and Collateral Agreement, dated March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

1. Windhaven Insurance Services LLC Managing General Agency Agreement, dated July 15, 2015, by and between Old American County Mutual Fire Insurance Company and Windhaven Insurance Services, LLC; provided that, for the avoidance of doubt, no Excluded Property shall be included in the foregoing.

2. General Agency Agreement, dated July 1, 2017, by and among State National Company, Inc., National Specialty Insurance Company, United Specialty Insurance Company, Underwriting Member of Lloyd's Syndicate #2357 and The Hearth Insurance Group, LLC, as amended by Addendum Number One and Addendum Number Two; provided that, for the avoidance of doubt, no Excluded Property shall be included in the foregoing.

3. Software License Agreement, dated July 1, 2017, by and between Clutch Analytics LLC and Windhaven Insurance Services LLC.

4. Software License Agreement, dated June 1, 2018, by and between Clutch Analytics LLC and Windhaven Claims Management LLC.

5. Software License Agreement, dated June 1, 2018, by and between Clutch Analytics LLC and The Hearth Insurance Group LLC.

In addition, pursuant to the terms of the Trademark Security Agreement, Clutch Analytics, LLC and The Hearth Insurance Group, LLC granted as collateral to Midtown Madison Management LLC for the benefit of the Lenders, various trademarks set forth in the Trademark Security Agreement (the "Trademark Collateral") consisting of: (i) each Pledged Trademark owned by the Grantors, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 to the Trademark Security Agreement, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark (excluding any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law); (ii) each Pledged Trademark License to which the Grantors are the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 to the Trademark Security Agreement; and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantors against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantors (including, without limitation, any Pledged Trademark identified in Schedule 1 to the Trademark Security Agreement), and all rights and benefits of the Grantors under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 to the Trademark Security Agreement), or for injury to the goodwill associated with any of the foregoing.

EXHIBIT B – EXCLUDED PROPERTY
REDACTED

FORM OF TRANSFER STATEMENT REDACTED

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT REDACTED

FORM OF ASSIGNMENT OF TRADEMARKS REDACTED

EXHIBIT D

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this 4th day of March, 2020, by and between Midtown Madison Management LLC, a Delaware limited liability company, located at 780 Third Avenue, 27th Floor New York, NY 10017, as administrative agent for Lenders (as defined below) and collateral agent ("Assignor") and EG Insurance Holdco, LLC, a Delaware limited liability company located 400 Hamilton Avenue, Suite 230 Palo Alto, California 94301 ("Assignee").¹

WITNESSETH:

WHEREAS, pursuant to, among other things, that certain Credit Agreement, dated as of March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between Whited and Sons LLC, Windhaven Select, LLC, Windhaven Underwriters, LLC, Clutch Analytics, LLC and Windhaven Insurance Holdings Corporation (collectively, the "Borrowers" and each individually, a "Borrower"), the Assignor and the lenders party thereto (the "Lenders") (ii) that certain Guarantee and Collateral Agreement, dated March 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Clutch Wholesale Insurance Agency, LLC, Windhaven Top Insurance Holdings LLC, Windhaven National Holding Company, Windhaven Insurance Services, LLC, Windhaven Claims Management, LLC, and The Hearth Insurance Group, LLC (collectively, the "Guarantors" and each individually, a "Guarantor"), the Borrowers and the Assignor, and (iii) that certain Trademark Security Agreement, dated as of March 4, 2019 by and between Clutch Analytics, LLC ("Clutch"), The Hearth Insurance Group, LLC ("Hearth") and the Assignor, (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement," and together with the Security Agreement, the "Security Agreements") the Secured Obligations (as defined in the Credit and Security Agreement) are secured by the collateral set forth in the Credit Agreement and the Security Agreements, consisting of, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement) (the "Assigned Trademarks") including without limitation each Assigned Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Assigned Trademark;

WHEREAS, defaults having been made by the Borrowers under the Transaction Documents, Assignor has enforced certain of its remedies as a secured creditor by disposing of the collateral, including the Assigned Trademarks, by public sale on March 4, 2020, pursuant to UCC §9-610;

WHEREAS, Assignee and the Assignor are parties to that certain Asset Purchase Agreement, dated as of March 4, 2020 (as amended, supplemented or otherwise modified from time to time, "Asset Purchase Agreement");

¹ Capitalized terms used herein but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor transferred to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks by virtue of the exercise of its rights and remedies as a secured creditor under the Credit Agreement;

WHEREAS, Assignee is desirous of obtaining instruments of assignment in recordable form evidencing the transfer of the Assigned Trademarks and Assignor is willing to deliver said instrument(s) for purposes of recording the transfer of the Assigned Trademarks to Assignee with the patent offices, agencies and registrars in all applicable jurisdictions worldwide, including any applicable foreign trademark office.

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. Assignment of Assigned Trademarks. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of the right, title, and interest of Assignor in, to, and under the Assigned Trademarks including without limitation each Assigned Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Assigned Trademark, in each case throughout the world, pursuant to Article 9 of the Uniform Commercial Code as in effect in the State of New York (the "UCC"). The Assigned Trademarks are hereby assigned to Assignee by virtue of the provisions of Section 9-610 of the UCC and to the extent set forth in Section 9-617 of the UCC, on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, and without recourse and without representations and warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties in this disposition, except as set forth in the Asset Purchase Agreement.
2. Further Assurances. From time to time after the date hereof, upon Assignee's reasonable request, Assignor shall execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including but not limited to assignments, powers of attorney, or other instruments in recordable form as are necessary to make effective the transfers herein made and to have such transfers recorded with the applicable patent registry offices.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase

Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Binding Effect: Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PROVISIONS THEREOF REGARDING CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF OTHER JURISDICTIONS.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties hereto.

[Signature Pages Follow]

ASSIGNEE: EG INSURANCE HOLDCO, LLC

By: 
Name: Sam Gaynor
Title: Treasurer

STATE OF)
 : ss.:
COUNTY OF)

On this ___ day of _____, 2020, before me personally appeared Sam Gaynor, known to me, who being duly sworn, did depose and say that the foregoing Assignment was made for purposes and considerations so stated, and that he was authorized to act on behalf of EG Insurance Holdco, LLC as Assignee, in entering into such Assignment.

See loose certificate attached

Notary Public:
My commission expires:

Signature Page to Assignment of Trademarks

TRADEMARK
REEL: 007799 FRAME: 0376

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Clara }

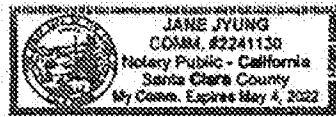
On March 4, 2020 before me, Jane Jyung, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Samuel Jason Gaynor
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.


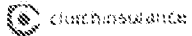


Description of Attached Document
Title or Type of Document: Signature Page to Assignment of Trademarks EG Innovations, LLC

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

SCHEDULE 1
ASSIGNED TRADEMARKS

<u>Description</u>	<u>Grantor</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
CLUTCHANALYTICS and Design 	Clutch Analytics, LLC	RN: 4941748 SN: 86031962	Registered April 19, 2016 Int'l Class: 36 First Use: December 28, 2011 Filed: August 7, 2013
CLUTCHINSURANCE and Design 	Clutch Analytics, LLC	RN: 4646199 SN: 86039713	Registered November 25, 2014 Int'l Class: 36 First Use: July 29, 2014 Filed: August 16, 2013
THE HEARTH INSURANCE GROUP and Design 	The Hearth Insurance Group, LLC	SN: 87596443 Disclaimer: "INSURANCE GROUP"	Allowed - Intent to Use 3rd Extension of Time Granted October 3, 2019 Filed: September 5, 2017
THE HEARTH INSURANCE GROUP and Design 	The Hearth Insurance Group, LLC	RN: 5814808 SN: 87980706 Disclaimer: "INSURANCE GROUP"	Registered July 23, 2019 Int'l Class: 36 First Use: March, 2018 Filed: September 5, 2017