

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westwood Insurance Agency		08/05/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6044923	WESTWOOD INSURANCE AGENCY	
Registration Number:	6158984	WESTWOOD INSURANCE AGENCY	
Registration Number:	6332878	WESTWOOD INSURANCE AGENCY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nancy.wiford@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	08/08/2022		
Total Attachments: 6			
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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):

Westwood Insurance Agency

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Company - California

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 5, 2022

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 10 S Dearborn Street

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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

B. Trademark Registration No.(s)
6044923, 6158984, 6332878

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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: BRP (57320.2184)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 3

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: _____ *Doris Ka* _____

Signature

August 8, 2022 _____

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 5, 2022, is entered into by the undersigned (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain Assumption Agreement, dated as of the date hereof, to the Pledge and Security Agreement, dated as of October 14, 2020, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer of the United States Patent and Trademark Office record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.


SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or electronic PDF shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of electronic records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

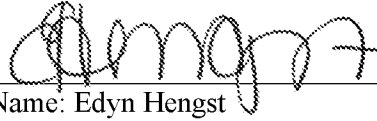
WESTWOOD INSURANCE AGENCY, LLC
a California limited liability company

DocuSigned by:

FA2290D73DF5473...
By: _____
Name: Trevor Baldwin
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007814 FRAME: 0606

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Name: Edyn Hengst
Title: Authorized Officer

SCHEDULE A
TRADEMARKS

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
Westwood Insurance Agency	US	6044923	5/5/2020	Registered	Westwood Insurance Agency
Westwood Insurance Agency Logo (square with spaces)	US	6158984	9/22/2020	Registered	Westwood Insurance Agency
Westwood Insurance Agency Logo (solid square)	US	6332878	4/27/2021	Registered	Westwood Insurance Agency
Advantage +	US	N/A	N/A	Pending	Westwood Insurance Agency