

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIN INSURANCE, INC.		09/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH FINANCE CORP., AS AGENT		
Street Address:	205 N Michigan Ave., Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5318682	KIN	
Registration Number:	6074438	KIN.	
Registration Number:	6767968	FOR EVERY NEW NORMAL	
CORRESPONDENCE DATA			
Fax Number:	6505657100		
<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:	6505657022		
Email:	kceron@sidley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	1001 Page Mill Road, Building 1		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	100107.30150		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/karla ceron/		
DATE SIGNED:	09/28/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 26, 2022, among **KIN INSURANCE, INC.**, a Delaware corporation (“**Grantor**”), and **RUNWAY GROWTH FINANCE CORP.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantor, certain other Loan Parties party thereto from time to time, certain lenders from time to time party thereto (collectively, “**Lenders**”), and Agent, as administrative agent and collateral agent for Lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property, as defined in the Loan Agreement.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent, for itself and the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement in accordance with Section 4.5(d) of the Loan Agreement, or in connection with changes to the Intellectual Property required to be listed on Exhibits A, B and C, by updating the relevant exhibit to reflect changes in the Intellectual Property notified to Agent pursuant to the Loan Agreement, subject to Grantor’s review and approval of such updated exhibit, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law, and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

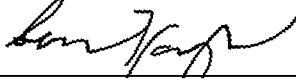
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

222 Merchandise Mart Plz., Ste. 228
Chicago, IL 60654
Attention: Legal Dept.
Email: legal@kin.com

GRANTOR:

KIN INSURANCE, INC.

By 
Name: Sean Harper
Title: President and Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH FINANCE CORP.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

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Email: legal@kin.com

GRANTOR:

KIN INSURANCE, INC.

By: _____
Name: _____
Title: _____

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH FINANCE CORP.

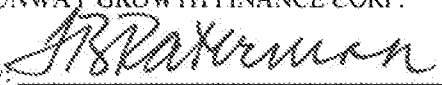
By:  _____
Name: Thomas B. Raterman
Title: Chief Financial Officer and Chief Operating Officer

EXHIBIT A
COPYRIGHTS

None.


EXHIBIT B

PATENTS

None

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Kin Insurance, Inc.	"Kin" service mark	USPTO RN: 5318682 USPTO SN: 87286913	10/24/2017 1/2/2017
Kin Insurance, Inc.	 KIN. (stylized)	USPTO RN: 6074438 USPTO SN: 88683507	6/9/2020 11/7/2019
Kin Insurance, Inc.	For Every New Normal	USPTO RN: 6767968 USPTO SN: 90892004	6/21/2022 8/19/2021