

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAGESURE INSURANCE MANAGERS, LLC		02/23/2023	Limited Liability Company: FLORIDA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4909304	STRATUS RISK UNDERWRITERS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9654		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew DeFalco		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11668.558		
NAME OF SUBMITTER:	Andrew DeFalco		
SIGNATURE:	/Andrew DeFalco/		
DATE SIGNED:	03/14/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of February 23, 2023, between SAGESURE INSURANCE MANAGERS, LLC (the “Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

W i t n e s s e t h :

WHEREAS, the Grantor is party to a Security Agreement dated as of January 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. **Grant of Security Interest in Intellectual Property.** The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Patents, Trademarks and Copyrights of such Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto.

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

SECTION 4. **Termination.** Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5. **Counterparts.** This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.


[Signature pages follow]

SAGESURE INSURANCE MANAGERS, LLC, as
Grantor

By: 
Name: Terence M. McLean
Title: President

{Signature Page to Intellectual Property Security Agreement}

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

REGISTERED OWNER/GRANTOR	REGISTRATION NUMBER	TRADEMARK
SAGESURE INSURANCE MANAGERS, LLC	4909304	STRATFOR RISK UNDERWRITERS