

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809638

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ambridge Partners LLC		05/10/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS Investment Partners, LLC, as Administrative Agent		
<b>Street Address:</b>	40 West 57th Street		
<b>Internal Address:</b>	33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2718678	AMBRIDGE PARTNERS	
<b>Registration Number:</b>	2773063	AMBRIDGE PARTNERS	
<b>Registration Number:</b>	2723408	BRIDGING THE GAP WITH INSURANCE SOLUTION	
<b>Registration Number:</b>	3513292	AVOIDANCEGAP	
<b>Registration Number:</b>	3513296	LIQUIDATIONGAP	
<b>Registration Number:</b>	3513297	DISCLOSUREGAP	
<b>Registration Number:</b>	3845602	INTERPRETATIONGAP	
<b>Registration Number:</b>	3832471	APPEALGAP	
<b>Registration Number:</b>	5387936	AMBRIDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	jess.bajada-bartlett@lw.com		
<b>Correspondent Name:</b>	Jessica Bajada-Bartlett		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		

OP \$240.00 2718678

<b>ATTORNEY DOCKET NUMBER:</b>	050485-0109
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Bartlett
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Bartlett
<b>DATE SIGNED:</b>	05/11/2023

**Total Attachments: 6**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT (SHORT FORM)

**Second Lien Trademark Security Agreement**, dated as of May 10, 2023, by AMBRIDGE PARTNERS LLC, a Delaware limited liability company (each a “Grantor”, and, collectively, the “Grantors”), in favor of HPS INVESTMENT PARTNERS, LLC, in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Administrative Agent”).

### WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of January 10, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark 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 Second Lien Credit Agreement, the Grantors hereby agree 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.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 3. The Security Agreement.** The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

**SECTION 4. Termination or Release.** Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the

expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Second Lien Trademark Security Agreement.

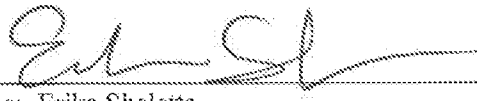
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

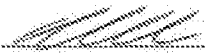
SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

AMBRIDGE PARTNERS LLC

By:   
Name: Erika Shalente  
Title: Vice President and Secretary

HPS INVESTMENT PARTNERS, LLC,  
as Administrative Agent

By:   
Name: MICHAEL LEE  
Title: MANAGING DIRECTOR

By: \_\_\_\_\_  
Name:  
Title:

**Schedule I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registrations:

Current Owner	Trademark	Registration No.
Ambridge Partners LLC	AMBRIDGE PARTNERS (and Design) (CI 36)	2,718,678
Ambridge Partners LLC	AMBRIDGE PARTNERS (CI 36)	2,773,063
Ambridge Partners LLC	BRIDGING THE GAP WITH INSURANCE SOLUTIONS (CI 36)	2,723,408
Ambridge Partners LLC	AVOIDANCEGAP (CI 36)	3,513,292
Ambridge Partners LLC	LIQUIDATIONGAP (CI 36)	3,513,296
Ambridge Partners LLC	DISCLOSUREGAP (CI 36)	3,513,297
Ambridge Partners LLC	INTERPRETATIONGAP (36)	3,845,602
Ambridge Partners LLC	APPEALGAP (CI 36)	3,832,471
Ambridge Partners LLC	AMBRIDGE (LOGO) (CI 36)	5,387,936