OP \$115.00 88470663

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM861119

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Redstone Underwriters, LLC		12/14/2023	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Capital One, National Association	
Street Address:	2 Bethesda Metro Center	
Internal Address:	7th Floor	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Serial Number:	88470663	HIU HEAVY IRON UNDERWRITERS	
Serial Number:	88470651	HEAVY IRON UNDERWRITERS	
Serial Number:	88022912	RU REDSTONE UNDERWRITERS	
Serial Number:	88022874	REDSTONE UNDERWRITERS	

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: (404) 572-3117

Email: aquinn@KSLAW.com

Correspondent Name: Alanna Quinn

Address Line 1: 1180 Peachtree St NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Alanna Quinn	
SIGNATURE:	/s/ Alanna Quinn	
DATE SIGNED:	12/14/2023	

Total Attachments: 5

TRADEMARK REEL: 008288 FRAME: 0326

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TRADEMARK REEL: 008288 FRAME: 0327 THIS TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2023, is made by Redstone Underwriters, LLC, a Texas limited liability company (the "Grantor"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the "<u>Credit Agreement</u>"), by and among Risk Theory Holdings, LLC, a Texas limited liability company (the "<u>Borrower</u>"), RTC Financial Group, LLC, a Texas limited liability company, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 14, 2023, in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

- NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:
- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REDSTONE UNDERWRITERS, LLC,

as Grantor

Name: Bryan Wilburn

Title: Manager

ACCEPTED AND AGREED as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION as Agent

as Agen

Name. Joseph DiLeo

Title. Duly Authorized Signatory

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Grantor	Serial No. and Filing Date	Reg. No. and Reg. Date
HEAVY IRON UNDERWRITERS	Redstone Underwrites, LLC	88470663 06/12/2019	6093867 07/07/2020
HEAVY IRON UNDERWRITERS	Redstone Underwriters, LLC	88470651 06/12/2019	6066124 05/26/2020
REDSTONE UNDERWRITERS	Redstone Underwriters, LLC	88022912 07/02/2018	6010752 03/17/2022
REDSTONE UNDERWRITERS	Redstone Underwriters, LLC	88022874 07/02/2018	6010751 03/17/2020

Schedule I

RECORDED: 12/14/2023

TRADEMARK REEL: 008288 FRAME: 0332