TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM865347

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900822812

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A.G.I.A., Inc.		12/20/2023	Corporation: CALIFORNIA
Doxa E & S Solutions LLC		12/20/2023	Limited Liability Company: ILLINOIS
Doxa Accident & Health Insurance, LLC		12/20/2023	Limited Liability Company: FLORIDA
Doxa Alternative Risk Management, LLC		12/20/2023	Limited Liability Company: VERMONT
Doxa Insurance Holdings LLC		12/20/2023	Limited Liability Company: INDIANA
Doxa Specialty Commercial Solutions, LLC		12/20/2023	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		

PROPERTY NUMBERS Total: 24

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Property Type	Number	Word Mark
Serial Number:	98009926	EA+ EMERGENCY ASSISTANCE PLUS
Serial Number:	98009980	EA+
Serial Number:	88677472	INSURANCE CENTRAL
Serial Number:	88498385	LIFE INSURANCE CENTRAL CENTERED ON YOU
Serial Number:	87110851	TRAVEL SHIELD
Serial Number:	85596180	EMERGENCY ASSISTANCE PLUS
Serial Number:	85295299	EA+
Serial Number:	78065433	LIFE INSURANCE CENTRAL
Serial Number:	75128898	KIDGUARD
Serial Number:	88869663	CAITLIN MORGAN INSURANCE SERVICES
	•	·

TRADEMARK REEL: 008299 FRAME: 0596

900825361

Property Type	Number	Word Mark
Serial Number:	88869761	CAITLIN MORGAN INSURANCE SERVICES
Serial Number:	97418199	QUOTENBIND
Serial Number:	97368335	FRANCHISEPERILS
Serial Number:	97095609	EXECUTIVEPERILS
Serial Number:	88264604	WHIP
Serial Number:	87857431	RE360
Serial Number:	87086242	PURX
Serial Number:	86015122	FRANCHISORSUITE
Serial Number:	86015160	FRANCHISEESUITE
Serial Number:	85958846	THE FUTURE OF INSURANCENOW
Serial Number:	98224080	DOXA
Serial Number:	97675078	YOUR SPECIALTY INSURANCE PARTNER
Serial Number:	97558610	DOXA INSURANCE HOLDINGS
Serial Number:	90531576	CHILL-PRO

CORRESPONDENCE DATA

Fax Number:

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: 2128598023

Email: kimberly.mihovics@friedfrank.com

Correspondent Name: Kimberly Mihovics
Address Line 1: One New York Plaza

Address Line 2: Floor 27

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Kimberly Mihovics
SIGNATURE:	/Kimberly Mihovics/
DATE SIGNED:	01/03/2024

Total Attachments: 7

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CONFIDENTIAL Execution Version

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "<u>Agreement</u>"), dated as of December 20, 2023, is made by each signatory hereto listed under "**GRANTORS**" (each, a "<u>Grantor</u>", and collectively, the "<u>Grantors</u>"), in favor of **ARES CAPITAL CORPORATION**, in its capacity as administrative agent ("<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 20, 2023, by and among the Grantors, the other Loan Parties party thereto from time to time, Administrative Agent and the other Lenders party thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the "<u>Credit Agreement</u>"), the Lenders have agreed to make Loans to Borrower;

WHEREAS, as a condition to the availability of the Loans and other financial accommodations under the Credit Agreement, Administrative Agent and Lenders have required, among other things, that the Grantors execute that certain Pledge and Security Agreement, dated as of December 20, 2023, by and among the Grantors, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

- **NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:
- **SECTION I.** <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement and/or Credit Agreement, as applicable.
- SECTION II. GRANT OF SECURITY INTEREST. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a security interest in, and lien upon, all of such Grantor's right, title and interest in and to (i) the U.S. Trademark registrations and applications owned by such Grantor, including, without limitation, such applications and registrations set forth on Schedule A hereto, together with any goodwill associated therewith, in each case excluding all Excluded Property (the "Trademark Collateral"), (ii) Proceeds of the Trademark Collateral, and (iii) causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral

shall not include, and in no event shall the security interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" or an "Amendment to Allege Use", with respect thereto, being accepted by the U.S. Patent and Trademark Office, but only 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 or any registration that may issue therefrom under applicable federal law.

- **SECTION III.** <u>SECURITY AGREEMENT</u>. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control to the extent of the conflict.
- **SECTION IV.** <u>RECORDATION</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.
- **SECTION V.** EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission (including, ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.
- **SECTION VI.** GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to its choice of Law provisions.

[Signature Pages Follow]

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

GRANTORS:

A.G.I.A., INC.

Name: Kevin Wall Title: Treasurer

DOXA ACCIDENT & HEALTH

INSURANCE, LLC

By:

Name: Kevin Wall

Title: Treasurer and Chief Financial

Officer

DOXA ALTERNATIVE RISK

MANAGEMENT, LLC

By:

Name: Kevin Wall

Title: Treasurer and Chief Financial

Officer

DOXA E & S SOLUTIONS LLC

Name: Kevin Wall

Title: Treasurer and Chief Financial

Officer

DOXA INSURANCE HOLDINGS LLC

By: A Name: Kevin Wall

Title: Treasurer and Chief Financial

Officer

DOXA SPECIALTY COMMERCIAL

SOLUTIONS, LLC

By: ______ Name: Kevin Wall

Title: Treasurer and Chief Financial

Officer

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION,

as Administrative Agent

By: Ares Capital Management LLC, its

investment manager

Name: Mark Affolter

Title: Authorized Signatory

REEL: 008299 FRAME: 0602

Schedule A

Trademarks

Trademark	Owner	Country	Application Number	Application Date	Registration Number	Registration Date
	A.G.I.A., INC.	USPTO	98009926	23-MAY- 2023		
=	A.G.I.A., INC.	USPTO	98009980	23-MAY- 2023		
INSURANCE CENTRAL	A.G.I.A., INC.	USPTO	88677472	01-NOV- 2019	6138031	25-AUG- 2020
life insurance central	A.G.I.A., INC. (as successor to ASSOCIATION GROUP INSURANCE ADMINISTRATORS)	USPTO	88498385	02-JUL- 2019	6060351	19-MAY- 2020
TRAVEL SHIELD	A.G.I.A., INC.	USPTO	87110851	20-JUL- 2016	5307810	10-OCT- 2017
EMERGENCY ASSISTANCE PLUS	A.G.I.A., INC.	USPTO	85596180	12-APR- 2012	4311962	02-APR- 2013
EA+	A.G.I.A., INC.	USPTO	85295299	14-APR- 2011	4045531	25-OCT- 2011
LIFE INSURANCE CENTRAL	A.G.I.A., INC.	USPTO	78065433	24-MAY- 2001	2626724	24-SEP-2002
KIDGUARD	DOXA ACCIDENT & HEALTH INSURANCE, LLC	USPTO	75128898	02-JUL- 1996	2109981	28-OCT- 1997
CAITLIN MORGAN INSURANCE SERVICES	DOXA ALTERNATIVE RISK MANAGEMENT, LLC	USPTO	88869663	13-APR- 2020	6199106	17-NOV- 2020
CAITLIN MORGAN	DOXA ALTERNATIVE RISK MANAGEMENT,	USPTO	88869761	13-APR- 2020	6199108	17-NOV- 2020

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Trademark	Owner	Country	Application Number	Application Date	Registration Number	Registration Date
	LLC					
QUOTENBIND	DOXA E & S SOLUTIONS LLC	USPTO	97418199	19-MAY- 2022	7074942	06-JUN- 2023
FRANCHISEPERILS	DOXA E & S SOLUTIONS LLC	USPTO	97368335	18-APR- 2022		
EXECUTIVEPERILS	DOXA E & S SOLUTIONS LLC	USPTO	97095609	27-OCT- 2021		
WHIP	DOXA E & S SOLUTIONS, LLC	USPTO	88264604	16-JAN- 2019	6093596	07-JUL-2020
RE360	DOXA E & S SOLUTIONS, LLC	USPTO	87857431	30-MAR- 2018	5606417	13-NOV- 2018
PURX	DOXA E & S SOLUTIONS, LLC	USPTO	87086242	28-JUN- 2016	5140854	14-FEB- 2017
FRANCHISORSUITE	DOXA E & S SOLUTIONS, LLC	USPTO	86015122	19-JUL- 2013	4577387	29-JUL-2014
FRANCHISEESUITE	DOXA E & S SOLUTIONS, LLC	USPTO	86015160	19-JUL- 2013	4606905	16-SEP-2014
THE FUTURE OF INSURANCENOW	DOXA E & S SOLUTIONS, LLC	USPTO	85958846	13-JUN- 2013	4554668	24-JUN- 2014
DOXA	DOXA INSURANCE HOLDINGS LLC	USPTO	98224080	14-OCT- 2023		
YOUR SPECIALTY INSURANCE PARTNER	DOXA INSURANCE HOLDINGS LLC	USPTO	97675078	13-NOV- 2022		
INSURANCE HOLDINGS	DOXA INSURANCE HOLDINGS LLC	USPTO	97558610	22-AUG- 2022	7181071	03-OCT- 2023
CHILL-PRO	DOXA SPECIALTY COMMERCIAL SOLUTIONS, LLC	USPTO	90531576	17-FEB- 2021	6612229	11-JAN- 2022

AMERICAS/2024158368.3

RECORDED: 12/20/2023