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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI132360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Your Policy LLC		03/29/2024	Limited Liability Company: TEXAS

### **RECEIVING PARTY DATA**

Company Name:	Apogem Capital LLC, as Agent	
Street Address:	Address: 227 West Monroe Street, Suite 5400	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code: 60606		
Entity Type: Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6995185	YOURPOLICY

# **CORRESPONDENCE DATA**

**Fax Number:** 3129021061

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:** 3125778438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	03/29/2024

### **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2024 by Your Policy LLC, a Texas limited liability company ("Grantor"), in favor of Apogem Capital LLC, as Agent on behalf of the Lenders party to the Credit Agreement (as hereafter defined) (in such capacity, the "Grantee").

## <u>W I T N E S S E T H</u>:

WHEREAS, reference is made to that certain Credit Agreement dated as of March 29, 2024 by and among Grantor, each lender from time to time party thereto (collectively, the "Lenders"), and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"). Grantee and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Grantee and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Grantee, for itself and the ratable benefit of Lenders and (to the extent provided therein) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Grantee, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>INCORPORATION OF CREDIT AGREEMENT AND COLLATERAL AGREEMENT.</u> The representations and warranties contained in the Credit Agreement and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Collateral Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:
  - (a) all of its Trademarks set forth on Schedule I hereto;
  - (b) all renewals or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything in this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any Excluded Property.

- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.
- 4. <u>GOVERNING LAW</u>. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[signature pages follow]

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IN WITNESS WHEREOF, 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.

YOUR POLICY LLC, a Texas limited liability company

By: Docusigned by:

Justin Tuoma

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Name: Justin Thomas

Title: Chief Executive Officer

# ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,

as Grantee

By:

Name: David Kelly
Title: Director

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark	Registration Number	Registration Date	Status	Owner
YOURPOLICY	6995185	3/7/23	Registered	YOUR POLICY, LLC

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RECORDED: 03/29/2024