

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CATALYTIC RISK MANAGERS & INSURANCE AGENCY, LLC		06/30/2020	Limited Liability Company: CALIFORNIA
ALIGN GENERAL INSURANCE AGENCY, LLC		06/30/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS COLLATERAL AGENT		
Street Address:	227 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3085851	ALIGN	
Registration Number:	4775801	CATALYTIC	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8208		
Email:	alana.hernandez@katten.com		
Correspondent Name:	ALANA HERNANDEZ C/O KATTEN		
Address Line 1:	525 W MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	ALANA HERNANDEZ		
SIGNATURE:	/ALANA HERNANDEZ/		
DATE SIGNED:	06/30/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of June 30, 2020 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Madison Capital Funding LLC ("Madison"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ALIGN FINANCIAL HOLDINGS, LLC, a Delaware limited liability company, as the borrower, each of the Guarantors party thereto from time to time, the financial institutions party thereto from time to time (the "Lenders"), Madison, as administrative agent for the Lenders (in such capacity, "Administrative Agent") and as collateral agent for the Secured Parties (in such capacity, "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

PLEDGORS:

**CATALYTIC RISK MANAGERS &
INSURANCE AGENCY, LLC**

By: _____

Name: Kieran A. Sweeney

Title: Chief Executive Officer

**ALIGN GENERAL INSURANCE
AGENCY, LLC**

By: _____

Name: Kieran A. Sweeney

Title: Chief Executive Officer

Accepted and Agreed:

MADISON CAPITAL FUNDING LLC,
as Collateral Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006985 FRAME: 0044**

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

PLEDGORS:

**CATALYTIC RISK MANAGERS &
INSURANCE AGENCY, LLC**

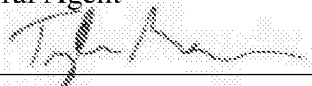
By: _____
Name:
Title:

**ALIGN GENERAL INSURANCE
AGENCY, LLC**

By: _____
Name:
Title:

Accepted and Agreed:

MADISON CAPITAL FUNDING LLC,
as Collateral Agent

By:  _____
Name: Tyler Mercer
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

Title	Reg. #	Reg. Date	Status	Country	Registrant
ALIGN	3,085,851	5-Dec-05	Registered	US	Align General Insurance Agency, LLC
Catalytic	4,775,801	21-Jul-15	Registered	US	Catalytic Risk Managers & Insurance Agency, LLC