

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baldwin Risk Partners, LLC		10/14/2020	Limited Liability Company: DELAWARE
BKS Financial Investments, LLC		10/14/2020	Limited Liability Company: FLORIDA
Guided Insurance Solutions, LLC		10/14/2020	Limited Liability Company: FLORIDA
BRP Medicare Insurance III, LLC		10/14/2020	Limited Liability Company: FLORIDA
BRP Pendulum, LLC		10/14/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4375312	AFFORDABLE HOME INSURANCE INC.	
Registration Number:	4474670	INSIGHT BEYOND INSURANCE	
Registration Number:	6092073	GUIDED INSURANCE SOLUTIONS	
Registration Number:	4906412	FLORIDA MEDICARE OPTIONS	
Registration Number:	3824164	PENDULUM	
Serial Number:	88927160	MGA OF THE FUTURE	
Serial Number:	88699358	BKS RETIREMENT SERVICES	
Serial Number:	90001892	GUIDED MEDICARE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$215.00 4375312

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: 800-713-0755
Email: james.murray@wolterskluwer.com, ecarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	10/14/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of October 14, 2020, is entered into by each of the undersigned (each, a “Grantor”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which such Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 under applicable federal law and (ii) the Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer of the United States Patent and Trademark Office record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), 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. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or electronic PDF shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of electronic records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

BALDWIN RISK PARTNERS, LLC

By: Brad Hale
Name: Brad Hale
Title: Authorized Representative

BKS FINANCIAL INVESTMENTS, LLC
GUIDED INSURANCE SOLUTIONS, LLC
BRP MEDICARE INSURANCE III, LLC
BRP PENDULUM, LLC


By: Brad Hale
Name: Brad Hale
Title: Authorized Representative

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  _____
Name: Edyn Hanga
Title: Authorized Officer

**SCHEDULE A
TRADEMARKS**

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
	United States	4,375,312	7/30/2013	Active	Guided Insurance Solutions, LLC f/k/a BRP Affordable Home Insurance, LLC ¹
INSIGHT BEYOND INSURANCE	United States	4,474,670	1/28/2014	Active	Baldwin Risk Partners, LLC
GUIDED INSURANCE SOLUTIONS	United States	Appl. No. 88389269 Reg. No. 6092073	4/17/2019 6/30/2020	Active	Baldwin Risk Partners, LLC
FLORIDA MEDICARE OPTIONS	United States	4,906,412	2/23/2016	Active	BRP Medicare Insurance III, LLC
PENDULUM 3,824,164	United States	3,824,164	7/27/2010	Active	BRP Pendulum, LLC f/k/a Pendulum, LLC
MGA OF THE FUTURE	United States	Appl. No. 88927160	Appl. Date 5/21/2020	Active	Baldwin Risk Partners, LLC
BKS RETIREMENT SERVICES	United States	Appl. No. 88699358	Appl. Date 11/20/2019	Active	BKS Financial Investments, LLC
GUIDED MEDICARE SOLUTIONS	United States	Appl. No. 90001892	Appl. Date 6/15/2020	Active	Baldwin Risk Partners, LLC

¹ Company to update record ownership at U.S. Trademark Office.