900661185 12/08/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM693188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IISI INSURANCE SERVICES, INC.		12/03/2021	Corporation: ILLINOIS
INTERSECTIONS INC.		12/03/2021	Corporation: DELAWARE
PANGO INC.		12/03/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	237 Park Avenue
Internal Address:	Floor 6
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	3274229	ADVANTAGECARE PLUS
Registration Number:	3244463	FINANCIAL INSIDER NETWORK
Registration Number:	3370433	PHN PREFERRED HOME NETWORK
Registration Number:	3116268	PRIVACY ADVANTAGE
Registration Number:	4418790	BREACHREADINESS INTERSECTIONS BUSINESS S
Registration Number:	3712121	CREDITPROTECTX3
Serial Number:	90975914	
Registration Number:	5383131	FAST CONNECT
Registration Number:	2838915	FIG LEAF SOFTWARE
Registration Number:	5924733	FIGLEAF
Registration Number:	4639302	I
Registration Number:	5240541	I
Registration Number:	4853875	ID VAULT
Serial Number:	97084189	IDENTITY DEFENSE
Registration Number:	2689654	IDENTITY GUARD
Registration Number:	3715697	IDENTITY GUARD TRADEMARK

TRADEMARK

REEL: 007523 FRAME: 0252

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Property Type	Number	Word Mark
Registration Number:	3548896	IDENTITY GUARD
Registration Number:	3297288	IDENTITY GUARD
Registration Number:	4361837	IDENTITY GUARD
Registration Number:	6252182	IDENTITY GUARD
Registration Number:	5006411	IDENTITY GUARD ESSENTIALS
Registration Number:	2640186	INTERSECTIONS
Registration Number:	3226859	INTERSECTIONS INC.
Registration Number:	4423698	INTERSECTIONS INC.
Registration Number:	3224159	NOTIFY EXPRESS
Registration Number:	4881926	PRIVACY ADVANTAGE
Registration Number:	5166761	PRIVACY NOW
Registration Number:	4536446	PRIVACYMATE
Registration Number:	6078662	PRIVACYMATE
Registration Number:	4708937	PROTECT
Registration Number:	4717511	SAFECONNEX
Registration Number:	4039910	TOTAL PROTECTION
Registration Number:	2834788	WE'VE GOT YOU COVERED
Registration Number:	6397220	YOUR DIGITAL HALO
Registration Number:	2379962	CREDITPROTECT
Registration Number:	2675827	CREDITNOTIFY
Registration Number:	3674490	IDTHEFT PROTECT
Registration Number:	4225414	ANCHORFREE
Registration Number:	4892495	BETTERNET
Registration Number:	6219991	BETTERNET
Registration Number:	5294807	
Registration Number:	5520723	
Registration Number:	6231610	HEXATECH
Registration Number:	5294805	HOTSPOT SHIELD
Registration Number:	6198675	PANGO
Registration Number:	6137129	ROBO SHIELD
Serial Number:	88786129	TOUCH VPN
Registration Number:	5620570	VPN 360

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: 212-728-8000 **Email:** ipdept@willkie.com

Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180.24
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	12/08/2021

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2021 (this "Agreement"), among IISI INSURANCE SERVICES, INC., an Illinois corporation, INTERSECTIONS INC., a Delaware corporation, and PANGO INC., a Delaware corporation (collectively, the "Grantors" and each, a "Grantor") and JPMORGAN CHASE BANK, N.A., as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of December 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among WC SACD HOLDINGS, INC., a Delaware corporation (the "Borrower"), the other GRANTORS from time to time party thereto and JPMORGAN CHASE BANK, N.A., as the First Lien Administrative Agent and First Lien Collateral Agent, and (b) the First Lien Collateral Agreement dated of December 3, 2021 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. 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, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Termination</u>. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the

Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. <u>Collateral Agreement</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

> IISI INSURANCE SERVICES INC., an Illinois corporation, as the Grantor

Name: Hari Ravichandran Title: Chief Executive Officer

INTERSECTIONS INC., a Delaware corporation, as the Grantor

Name: Hari Ravichandran Title: Chief Executive Officer

PANGO INC., a Delaware corporation, as the Grantor

Name: Hari Ravichandran

Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as First Lien Collateral Agent

Name: Ting Ting Liu

Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

RECORDED: 12/08/2021