

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526592

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kin Insurance, Inc.		06/05/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Life and Annuity Company, as agent		
<b>Street Address:</b>	401 Pennsylvania Parkway		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46480		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87286913	KIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	25th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	035126-0009		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (035126-0009)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	06/05/2019		
<b>Total Attachments: 3</b>			
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Kin Insurance, Inc. (the "Company") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Company has entered into the Loan and Security Agreement, dated June 5, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Loan Agreement"), among the Company, the other Loan Parties (as defined therein), the Lenders (as defined therein) and Guggenheim Life and Annuity Company, a Delaware corporation, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Agent"); and

WHEREAS, pursuant to the Loan Agreement, the Company has granted to the Agent for the benefit of the Secured Parties (as defined in the Loan Agreement) a continuing security interest in all right, title and interest of the Company in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby grant to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

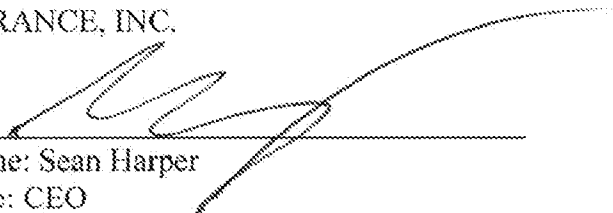
This Trademark Security Agreement shall be governed by the law of the State of New York excluding choice-of-law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

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IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

KIN INSURANCE, INC.

By:

  
Name: Sean Harper  
Title: CEO

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Application Filing Date</u>	<u>Registration Date</u>
Kin Insurance, Inc.	USA	KIN  (service mark)	Serial Number: 87286913  Registration Number: 5318682	1.2.17	10.24.17