

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSIGHT RISK MANAGEMENT, LLC		05/27/2020	Limited Liability Company: DELAWARE
JLBJR ENTERPRISES, LLC		05/27/2020	Limited Liability Company: FLORIDA
POINTENORTH INSURANCE GROUP, LLC		05/27/2020	Limited Liability Company: GEORGIA
SMITH BROTHERS INSURANCE, INC.		05/27/2020	Corporation: CONNECTICUT
STERLING & STERLING LLC		05/27/2020	Limited Liability Company: NEW YORK
INTERWEST INSURANCE SERVICES, LLC		05/27/2020	Limited Liability Company: DELAWARE
EPK & ASSOCIATES, LLC		05/27/2020	Limited Liability Company: WASHINGTON
ESSENTIAL SERVICES & PROGRAMS, LLC		05/27/2020	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	PENFUND PARTNERS, INC.
Street Address:	333 Bay Street
Internal Address:	Bay Adelaide Centre, Suite 610
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 2R2
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	5988287	MSU SAFETY FIRST WET FLOOR MANAGER'S SAF
Registration Number:	5866149	BBBB BESNARD SAFETY SERVICES
Registration Number:	5860671	SUMMER OF SAFETY
Registration Number:	5878049	BBBB BESNARD SPECIALITY
Registration Number:	5733993	NIP
Registration Number:	5882393	CIP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5745591	FIP FLORIDA INSURANCE PROGRAM FOR OWNERS
Registration Number:	5855094	BBBB BESNARD INSURANCE
Registration Number:	5836517	BESNARD INSURANCE
Registration Number:	5810218	POINTENORTH ALLIANCE
Registration Number:	5433033	PDI
Registration Number:	5170451	FITNESSPAK CLUB INSURANCE SPECIALISTS
Registration Number:	5164759	ASDAWEST ASPHALT SURFACE DEVELOPMENT ASS
Registration Number:	5127500	SUMMER OF SAFETY
Registration Number:	5116283	MANAGER'S SAFETY UNIVERSITY
Registration Number:	5053800	STERLING ANALYTICS LEGAL SAVINGS UNLOCKE
Registration Number:	5053806	STERLING ANALYTICS
Registration Number:	5184492	SAFETYNET
Registration Number:	5098732	CIP COASTAL INSURANCE PROGRAM
Registration Number:	4993380	PFS
Registration Number:	5071546	BESNARD & ASSOCIATES INSURANCE
Registration Number:	4993367	PROFIT FROM SAFETY
Registration Number:	4943438	RESTAURANT SAFETY UNIVERSITY
Registration Number:	4742408	MORE THAN A TPA · YOUR TRUSTED PARTNERS
Registration Number:	4587241	STERLING ANALYTICS
Registration Number:	4633317	INSIGHT RISK MANAGEMENT
Registration Number:	4421656	STERLINGRISK
Registration Number:	3840684	MERRITT-MCKENZIE
Registration Number:	3978932	POINTENORTH
Registration Number:	4036713	INSURCOR
Registration Number:	3585486	SMARTER SOLUTIONS FOR INSURANCE
Registration Number:	3465059	SMITH BROTHERS. BE SURE.
Registration Number:	3394311	REDUCE RISK SPEND LESS
Registration Number:	3427422	REDUCE RISK. SPEND LESS.
Registration Number:	3427399	SURECOVER
Registration Number:	3427400	SURECOMP
Registration Number:	3319233	SURERISK
Registration Number:	2497972	SMITTY.COM
Registration Number:	2497973	SMITTY
Registration Number:	2495486	ES&P

CORRESPONDENCE DATA

Fax Number: 6174287045

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.

TRADEMARK

REEL: 006950 FRAME: 0608

Phone: 6174280200
Email: patentadmin@clarkelbing.com
Correspondent Name: Clark & Elbing LLP
Address Line 1: 101 Federal Street
Address Line 2: 15th Floor
Address Line 4: Boston, MASSACHUSETTS 02110

DOMESTIC REPRESENTATIVE

Name: Todd Armstrong, Ph.D.
Address Line 1: 101 Federal Street, 15th Floor
Address Line 2: 15th Floor
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Richard Todd Armstrong, Ph.D.

SIGNATURE: /Todd Armstrong, Ph.D./

DATE SIGNED: 06/02/2020

Total Attachments: 12

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated May 27, 2020, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of PENFUND PARTNERS, INC., as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of May 27, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Borrower, the other Credit Parties party thereto, Penfund Partners, Inc., as the Administrative Agent and Collateral Agent and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the entry into Hedge Agreements and Cash Management Agreements by the Lender Counterparties from time to time, each Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of May 27, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the Administrative Agent and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE FIRST LIEN COLLATERAL AGENT (AS DEFINED IN THE INITIAL INTERCREDITOR AGREEMENT), INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO ROYAL BANK OF CANADA AS COLLATERAL AGENT, PURSUANT TO OR IN CONNECTION WITH THE FIRST LIEN CREDIT AGREEMENT AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signatures pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EPK & ASSOCIATES, LLC
ESSENTIAL SERVICES & PROGRAMS, LLC
INTERWEST INSURANCE SERVICES, LLC
INSIGHT RISK MANAGEMENT, LLC
JLBJR ENTERPRISES, LLC
POINTNORTH INSURANCE GROUP, LLC
SMITH BROTHERS INSURANCE, INC.
STERLING & STERLING LLC

By:  _____

Name: Erin E. West

Title: Treasurer

ACKNOWLEDGED AND ACCEPTED BY:

PENFUND PARTNERS, INC.

as Collateral Agent

By:

Name:

Adam Bello

Title:

Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006950 FRAME: 0613

Schedule A

Patents

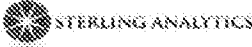


None

Schedule B

Trademarks

Trademark	Country	Registration Number	Owner Name
MSU SAFETY FIRST WET FLOOR MANAGER'S SAFETY UNIVERSITY 	United States	5988287	JLBJR Enterprises, LLC
BBBB BESNARD SAFETY SERVICES 	United States	5866149	JLBJR Enterprises, LLC
SUMMER OF SAFETY 	United States	5860671	JLBJR Enterprises, LLC
BBBB BESNARD SPECIALITY 	United States	5878049	JLBJR Enterprises, LLC
NIP 	United States	5733993	JLBJR Enterprises, LLC
CIP 	United States	5882393	JLBJR Enterprises, LLC
FIP FLORIDA INSURANCE PROGRAM FOR OWNERS/OPERATORS 	United States	5745591	JLBJR Enterprises, LLC
BBBB BESNARD INSURANCE 	United States	5855094	JLBJR Enterprises, LLC

Trademark	Country	Registration Number	Owner Name
BESNARD INSURANCE	United States	5836517	JLBJR Enterprises, LLC
POINTENORTH ALLIANCE	United States	5810218	PointeNorth Insurance Group, LLC
PDI	United States	5433033	Sterling & Sterling LLC
FITNESSPAK CLUB INSURANCE SPECIALISTS 	United States	5170451	Interwest Insurance Services, LLC
ASDAWEST ASPHALT SURFACE DEVELOPMENT ASSOCIATION WEST 	United States	5164759	Interwest Insurance Services, LLC
SUMMER OF SAFETY	United States	5127500	JLBJR Enterprises, LLC
MANAGER'S SAFETY UNIVERSITY	United States	5116283	JLBJR Enterprises, LLC
STERLING ANALYTICS LEGAL SAVINGS UNLOCKED 	United States	5053800	Sterling & Sterling LLC
STERLING ANALYTICS	United States	5053806	Sterling & Sterling LLC
SAFETYNET	United States	5184492	Sterling & Sterling LLC
CIP COASTAL INSURANCE PROGRAM 	United States	5098732	JLBJR Enterprises, LLC
PFS 	United States	4993380	JLBJR Enterprises, LLC
BESNARD & ASSOCIATES INSURANCE	United States	5071546	JLBJR Enterprises, LLC

Trademark	Country	Registration Number	Owner Name
PROFIT FROM SAFETY	United States	4993367	JLBJR Enterprises, LLC
RESTAURANT SAFETY UNIVERSITY	United States	4943438	JLBJR Enterprises, LLC
MORE THAN A TPA · YOUR TRUSTED PARTNERS & ADVOCATES	United States	4742408	Sterling & Sterling, LLC
STERLING ANALYTICS 	United States	4587241	Sterling & Sterling LLC
INSIGHT RISK MANAGEMENT 	United States	4633317	Insight Risk Management, LLC
S STERLINGRISK	United States	4421656	Sterling & Sterling LLC
MERRITT-MCKENZIE	United States	3840684	PointeNorth Insurance Group, LLC
POINTENORTH	United States	3978932	PointeNorth Insurance Group, LLC
INSURCOR	United States	4036713	PointeNorth Insurance Group, LLC
SMARTER SOLUTIONS FOR INSURANCE	United States	3585486	PointeNorth Insurance Group, LLC
SMITH BROTHERS. BE SURE.	United States	3465059	Smith Brothers Insurance, Inc.
REDUCE RISK SPEND LESS 	United States	3394311	Sterling & Sterling LLC
REDUCE RISK. SPEND LESS.	United States	3427422	Sterling & Sterling LLC
SURECOVER	United States	3427399	Sterling & Sterling LLC
SURECOMP	United States	3427400	Sterling & Sterling LLC
SURERISK	United States	3319233	Sterling & Sterling LLC
SMITTY.COM	United States	2497972	Smith Brothers Insurance, Inc.
SMITTY	United States	2497973	Smith Brothers Insurance, Inc.
ES&P	United States	2495486	Sterling & Sterling LLC

Schedule C

Copyright

Title	Registration No.	Copyright Claimant
The Westin, Maui--claims control manual.	TXu000392783	Pamela A. Barker (Sole proprietor of EPK & Associates)
Policies and procedures: workers compensation management.	TXu000494432	Essential Services & Programs, Inc.
McDonald's WORKERS' COMPENSATION STORE SAFETY AND CLAIMS GUIDE.	TX0008210214	JLBJR Enterprises, Inc.
Safety Training For New Hires.	TX0007577468	JLBJR Enterprises, Inc.
Credit Card Theft- You Are At Risk.	TX0007559256	JLBJR Enterprises, Inc.
Tips to Help You Keep Your Company/Customer Information Safe.	TX0007581000	JLBJR Enterprises, Inc.
How Protected Are Your PERSONAL ASSETS?	TX0007580076	JLBJR Enterprises, Inc.
QUICK PRINT: Safety Meetings.	TX0007579997	JLBJR Enterprises, Inc.
QUICK PRINT: Profit From Workers Compensation.	TX0007580001	JLBJR Enterprises, Inc.
Preventing Fraud in the Workplace.	TX0007580077	JLBJR Enterprises, Inc.
Accident Investigation - Stop Injuries Now.	TX0007579873	JLBJR Enterprises, Inc.
QUICK PRINT: "Back" to Lifting.	TX0007580044	JLBJR Enterprises, Inc.
QUICK PRINT: Slip, Trip, and Fall Prevention.	TX0007579874	JLBJR Enterprises, Inc.
QUICK PRINT: Work Comp Fraud.	TX0007579875	JLBJR Enterprises, Inc.
QUICK PRINT: Safety Inspections - Self Review.	TX0007579876	JLBJR Enterprises, Inc.
FORM: Accident Investigation Form.	TX0007580052	JLBJR Enterprises, Inc.

Title	Registration No.	Copyright Claimant
QUICK PRINT: Burns.	TX0007579931	JLBJR Enterprises, Inc.
Return to Work - A Win-Win for All.	TX0007579941	JLBJR Enterprises, Inc.
Personal Protective Equipment.	TX0007565933	JLBJR Enterprises, Inc.
Burn Injuries.	TX0007565942	JLBJR Enterprises, Inc.
Establishing a Safety Culture.	TX0007565948	JLBJR Enterprises, Inc.
SEVEN - LIVE BY CHANCE OR DESIGN.	TX0007565971	JLBJR Enterprises, Inc.
Your Maintenance Employees at Risk.	TX0008033592	JLBJR Enterprises, Inc.
Maintenance Workers - People and Profits.	TX0007565967	JLBJR Enterprises, Inc.
Making Safety Meetings Work.	TX0007565924	JLBJR Enterprises, Inc.
Hurricane Prep - At Your Office.	TX0007565973	JLBJR Enterprises, Inc.
Hiring Support - Hire Only The Best People.	TX0007565919	JLBJR Enterprises, Inc.
Safe Driving Policy.	TX0007565990	JLBJR Enterprises, Inc.
Robbery Policy.	TX0007565984	JLBJR Enterprises, Inc.
Housekeeping to Prevent Trips and Falls.	TX0007565907	JLBJR Enterprises, Inc.
Promoting Managerial Accountability.	TX0007565909	JLBJR Enterprises, Inc.
Welcome to Profiting From Safety.	TX0007565904	JLBJR Enterprises, Inc.
Workers Compensation - Fraud Warning Signs.	TX0007565912	JLBJR Enterprises, Inc.

Title	Registration No.	Copyright Claimant
Reporting Suspected Fraudulent Claims.	TX0007565915	JLBJR Enterprises, Inc.
web_site_banners__text_published.	VA0001996763	JLBJR Enterprises, Inc.
EPL Claims: What are the odds.	TX0007557514	JLBJR Enterprises, Inc.
Workers Compensation: Claims Management Check.	TX0007557526	JLBJR Enterprises, Inc.
Lockout Tagout is for Everyone.	TX0007558413	JLBJR Enterprises, Inc.
A Clean and Dry Floor -- SAVES YOU MONEY.	TX0007577523	JLBJR Enterprises, Inc.
Workers Compensation Fraud Types.	TX0007577504	JLBJR Enterprises, Inc.
Return To Work - It's Everyone's Job.	TX0007577602	JLBJR Enterprises, Inc.
Improved Slip Resistant Footwear Program.	TX0007577635	JLBJR Enterprises, Inc.
What You Don't Know Can Really Hurt You.	TX0007620959	JLBJR Enterprises, Inc.
Protecting Crew Backs.	TX0007577637	JLBJR Enterprises, Inc.
SAMPLE: Safety Orientation Checklist.	TX0007577654	JLBJR Enterprises, Inc.
QUICK PRINT: Return To Work.	TX0007577556	JLBJR Enterprises, Inc.
MCD Safety Book - Master Script.	TXU001854680	JLBJR Enterprises, Inc.
www.restaurantsafetyuniversity.com	TX0008419728	JLBJR Enterprises, Inc.
MCD Customer Safety Script.	TXU001928154	JLBJR Enterprises, Inc.
Loss Prevention & Safety Solutions for McDonald's.	VA0001994466	JLBJR Enterprises, Inc.

Title	Registration No.	Copyright Claimant
www.McDonaldsSafetyU.com	VA0001994322	JLBJR Enterprises, Inc.
Worker Safety - Part 1 and 2.	PA0002007092	JLBJR Enterprises, Inc.
Customer Safety.	PA0002007083	JLBJR Enterprises, Inc.
Driving Safety.	PAu003811751	JLBJR Enterprises, Inc.
http://www.besnardinsurance.com/website	TX0007554968	JLBJR Enterprises, Inc.
2016 Safety Calendar MCD.	TXU002002099	JLBJR Enterprises, Inc.
Summer of Safety.	VA0002018117	JLBJR Enterprises, Inc.
2016 Insurance and Safety Solutions.	TXU020160377	JLBJR Enterprises, Inc.
Driving Safety Script for Besnard.	TXu001970812	JLBJR Enterprises, Inc.
Hurricane Resource Central.	TX0007565975	JLBJR Enterprises, Inc.
QUICK PRINT: Work Comp Claims Management.	TX0007579999	JLBJR Enterprises, Inc.
www.profitingsfromsafety.com	VA0002085753	JLBJR Enterprises, Inc.
www.profitingsfromsafetv.com/articles	TXu002107251	JLBJR Enterprises, Inc.
<u>2013 MCD safety book</u>	TX0007768234	JLBJR Enterprises, Inc.
<u>QUICK PRINT: Work Comp Claims Management.</u>	TX0007579000	JLBJR Enterprises, Inc.
<u>Hurricane Resource Central.</u>	TX0007565765	JLBJR Enterprises, Inc.