

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIN INSURANCE, INC.		07/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BISCAY GTSF III, LLC		
Street Address:	401 Pennsylvania Parkway		
Internal Address:	Suite 300		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46280		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5318682	KIN	
Registration Number:	6074438	KIN.	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.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:	Andrew Frank Garcia		
SIGNATURE:	/Andrew Frank Garcia/		
DATE SIGNED:	07/29/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 28, 2020, by KIN INSURANCE, INC., a Delaware corporation (the "Company"), in favor of BISCAY GSTF III, LLC ("Agent").

RECITALS

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 July 28, 2020 (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 the Agent; and

WHEREAS, pursuant to the Loan Agreement, the Company has granted to the Agent for the benefit of the Lenders (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 Lenders 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.


Notwithstanding anything to the contrary in this Agreement, (i) the rights of the Company, the Lenders, and Agent under this Agreement are subject to the terms of the Intercreditor Agreement (as defined in the Loan Agreement) and (ii) in the event of a direct conflict between the terms and provisions of this Agreement and the terms and provisions of the Trademark Security Agreement, dated as of June 5, 2019, made by the Company in favor of First Lien Agent (as defined in the Intercreditor Agreement) (the "First Lien Trademark");

Agreement”), it is the intention of the Company, Agent and Lenders that such provisions shall be read together and construed, to the fullest extent possible, to be in concert with each other; however, in the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the First Lien Trademark Agreement shall control and, in such case, the Company shall not be in breach of its obligations under this Agreement as a result of complying with the terms and provisions of the First Lien Trademark Agreement; provided, that, notwithstanding the foregoing, nothing contained in this paragraph shall limit or otherwise adversely affect the grant of a lien on or a security interest in any Collateral.

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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: Chief Executive Officer

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**Trademarks and Trademark Applications**

Mark	Jurisdiction	App. No./ Reg. No.	Status/ Status Date	Owner Information
KIN	United States (Federal)	RN: 5318682 SN: 87286913	Registered October 24, 2017	Kin Insurance, Inc. aka Kin Technologies (Delaware Corp.) 350 N. Orleans Chicago, Illinois 60654
	United States (Federal)	RN: 6074438 SN: 88683507	Registered June 9, 2020	Kin Insurance, Inc. (Delaware Corp.) 55 W. Monroe St. Suite 2200 Chicago, Illinois 60603