

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Campbell Management Group, Inc.		12/31/2008	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Acrisure, LLC		
Street Address:	5664 Prairie Creek Drive SE		
City:	Caledonia		
State/Country:	MICHIGAN		
Postal Code:	49316		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3673585	ACRISURE	
CORRESPONDENCE DATA			
Fax Number:	6163367000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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ATTORNEY DOCKET NUMBER:	CAMPBELL T3US-309128		
NAME OF SUBMITTER:	Timothy E. Eagle		
Signature:	/Timothy E. Eagle/		
Date:	02/20/2013		

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**Total Attachments: 9**

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**ASSIGNMENT AND BILL OF SALE**

CAMPBELL MANAGEMENT GROUP, INC., a Michigan corporation ("Campbell Management"), hereby sells, grants, assigns and conveys to ACRISURE, LLC, a Michigan limited liability company ("New LLC"), all of Campbell Management's right, title and interest in and to the Purchased Assets.

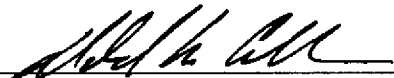
All capitalized terms used in this Assignment Bill of Sale and not specifically defined herein shall have the meanings specifically set forth in that certain Agreement and Plan of Merger, dated December 31, 2008, by and among Premier Financial III, LLC, Campbell Management and Campbell Acquisition Corporation (the "Merger Agreement").

This Bill of Sale is delivered pursuant to the Merger Agreement. Except for the representations and warranties expressly made by Campbell Management and Campbell Acquisition in the Merger Agreement, the Purchased Assets are conveyed by Campbell Management to New LLC "As Is" and "With All Faults," and neither Campbell Management nor Campbell Acquisition Corporation makes any representation or warranty whatsoever, express or implied, and Campbell Management and Campbell Acquisition Corporation each specifically disclaim any implied warranty of merchantability or fitness for a particular purpose.

This Assignment and Bill of Sale will be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles.

Campbell Management has executed this Assignment and Bill of Sale effective as of December 31, 2008. The transfer of Purchased Assets pursuant to this Assignment and Bill of Sale is intended to take place prior to the Merger of New LLC with Premier Financial Campbell, LLC, as contemplated by the Merger Agreement.

CAMPBELL MANAGEMENT GROUP, INC.

By:   
Donald M. Collins  
Its: President

EXECUTION COPY

**AGREEMENT AND PLAN OF MERGER**

**by and among**

**PREMIER FINANCIAL III, LLC,  
CAMPBELL MANAGEMENT GROUP, INC., and  
CAMPBELL ACQUISITION CORPORATION**

**TABLE OF CONTENTS**

ARTICLE 1 - PRELIMINARY TRANSACTIONS .....1

    1.1 Preliminary Transactions by Campbell Management .....1

    1.2 Funding of Campbell Acquisition.....3

    1.3 Formation and Capitalization of PFC .....3

ARTICLE 2 - MERGER.....4

    2.1 Merger .....4

    2.2 Effect of Merger .....4

    2.3 Effective Time.....4

    2.4 State Filings.....5

    2.5 Closing and Effective Date .....5

    2.6 Other Closing Actions.....5

    2.7 Further Assurances.....6

ARTICLE 3 - PRECLOSING ACTIONS .....6

    3.1 Actions by Campbell Management.....6

    3.2 Actions by Campbell Acquisition.....7

    3.4 Actions by PF III.....7

    3.5 Accuracy of Representations and Warranties .....7

ARTICLE 4 - CONDITIONS PRECEDENT.....8

    4.1 Conditions Precedent to PF III's Obligations.....8

    4.2 Conditions Precedent to Obligations of Campbell Management.....8

    4.3 Conditions Precedent to Obligations of Campbell Acquisition.....9

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF CAMPBELL  
MANAGEMENT AND CAMPBELL ACQUISITION.....10

    5.1 Organization.....10

    5.2 First Merger.....12

    5.3 Intentionally Omitted .....12

    5.4 Intentionally Omitted .....12

    5.5 Merger .....12

    5.6 Authorization.....12

    5.7 Existing Agreements and Governmental Approvals.....13

    5.8 No Subsidiaries .....13

    5.9 No Insolvency .....14

    5.10 Permits and Licenses.....14

    5.11 Financial Statements .....14

    5.12 No Undisclosed Liabilities.....15

5.13	Conduct of Business.....	15
5.14	No Material Adverse Effect .....	16
5.15	Conduct of Business by New LLC .....	17
5.16	Employee Relations .....	17
5.17	Employees.....	18
5.18	Employee Benefit Plans.....	18
5.19	Contracts and Commitments.....	20
5.20	Condition of Assets.....	21
5.21	Receivables .....	21
5.22	Sufficiency of Assets.....	21
5.23	Taxes .....	21
5.24	Litigation.....	21
5.25	Compliance with Laws.....	21
5.26	Suppliers and Customers.....	22
5.27	Intentionally Omitted .....	22
5.28	Insider Transactions .....	22
5.29	Bank Accounts .....	23
5.30	Intellectual Property.....	23
5.31	Insurance .....	23
5.32	Materiality .....	23
ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF PF III.....		24
6.1	Organization and Standing.....	24
6.2	Ownership .....	24
6.3	Authorization.....	24
6.4	Existing Agreements and Governmental Approvals.....	25
6.5	No Subsidiaries .....	25
6.6	No Insolvency or Undisclosed Liabilities.....	26
6.7	Conduct of Business.....	26
6.8	PFC Loans.....	26
ARTICLE 7 - RELEASE AND INDEMNIFICATION .....		26
7.1	Release .....	26
7.2	Indemnification by Campbell Acquisition.....	26
7.3	Indemnification by PF III.....	27
7.4	Matters Involving Third Parties .....	27
7.5	Determination of Losses .....	28
7.6	Limitations on Indemnity.....	28
7.7	Payment of Campbell Indemnity Obligation .....	28
7.8	Exclusive Remedies .....	29
ARTICLE 8 - EXPENSES.....		29
8.1	Expenses.....	29

ARTICLE 9 - TERMINATION.....	29
9.1 Termination.....	29
9.2 Effect of Termination.....	29
9.3 Notice of Termination under <b>Section 9.1(c)</b> .....	29
ARTICLE 10 - MISCELLANEOUS.....	30
10.1 Intentionally Omitted.....	30
10.2 Public Disclosures.....	30
10.3 Exclusivity.....	30
10.4 Material Adverse Effect.....	30
10.5 Knowledge.....	30
10.6 Opinion of Counsel.....	30
10.7 Notices.....	30
10.8 Assignment.....	31
10.9 Parties in Interest.....	32
10.10 Choice of Law.....	32
10.11 Counterparts.....	32
10.12 Entire Agreement.....	32
10.13 Intentionally Omitted.....	32

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into as of December 31, 2008, by and among the following:

- **PREMIER FINANCIAL III, LLC**, a Michigan limited liability company ("PF III");
- **CAMPBELL MANAGEMENT GROUP, INC.**, a Michigan corporation ("Campbell Management"); and
- **CAMPBELL ACQUISITION CORPORATION**, a Michigan corporation ("Campbell Acquisition").

### BACKGROUND

A. Campbell Management owns and operates a life, accident, health, and property and casualty insurance agency business and certain related businesses (collectively, the "Business") by and through its subsidiaries. Campbell Management is primarily owned by the employees of such Business, through an employee stock and ownership trust.

B. Campbell Acquisition has been formed by certain key employees of the Business.

C. PF III desires to acquire a majority ownership interest in the Business.

D. The parties are entering into this Agreement in order to set forth the terms and conditions upon which PF III will acquire a majority ownership interest in the Business and Campbell Acquisition will acquire a minority ownership interest in the Business.

Therefore, for good and valuable consideration, the parties agree as follows:

### ARTICLE 1 - PRELIMINARY TRANSACTIONS

#### 1.1 Preliminary Transactions by Campbell Management.

(a) First Merger of Subsidiaries. On or before the Effective Date, Campbell Management shall cause its two wholly-owned subsidiaries listed on **Schedule 1.1(1)** (each, a "Merged Subsidiary") to merge with and into Campbell Management so that Campbell Management is the survivor of such merger (the "First Merger") and becomes the sole owner of the assets of and businesses now conducted by each such Merged Subsidiary.

(b) Conversion of Corporate Subsidiaries. On or before the Effective Date, Campbell Management shall cause Campbell Holdings, Inc., and each of the entities listed in **Schedule 1.1(2)** that are organized as corporations to each convert to a Michigan limited liability company.

(c) Formation of New LLC. On or before the Effective Date, Campbell Management shall form and become the sole owner of one hundred percent (100%) of the



membership interests in a new Michigan limited liability company to be called Acrisure, LLC ("New LLC").

(d) Contribution of Assets to New LLC. On or before the Effective Date, after the First Merger, Campbell Management shall grant, bargain, sell, assign, transfer and deliver to New LLC all right, title and interest in and to all of the assets and liabilities owned or held by Campbell Management, except (x) as set forth in **Section 1.1(e)** below, and (y) for those assets described on **Schedule 1.1(d)(i) (List of Excluded Assets)** (such remaining assets are referred to as the "Purchased Assets"). The Purchased Assets shall include without limitation (i) by virtue of the First Merger, those assets and liabilities previously owned or held by the Merged Subsidiaries, (ii) the ownership interests in each subsidiary listed on **Schedule 1.1(2)** (each, a "Surviving Subsidiary") and on **Schedule 1.1(3)** (each, a "Transferred Subsidiary"), and (iii) all licenses, contracts, and policies of insurance comprised or utilized in the operation of the Business, including without limitation the assets described on the attached **Schedule 1.1(d)(ii) (List of Certain Purchased Assets)**. Campbell Management shall transfer the Purchased Assets to New LLC free, clear and discharged of all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatever nature, except for liens listed on **Schedule 3.1(e) (Liens)**.

(e) Assumption of Liabilities. Except for (i) the liabilities associated with the Campbell Group Employee Stock Ownership Plan and 401(k) Plan ("KSOP") and (ii) the liabilities associated with the new ESOP identified in **Section 5.18(xii)**, which will be kept by Campbell Management, on or before the Effective Date, after the First Merger, Campbell Management shall assign to New LLC and shall cause New LLC to assume and agree to discharge, (i) all unpaid current liabilities, including trade and premium payables, of Campbell Management, any Merged Subsidiary, any Surviving Subsidiary, and any Transferred Subsidiary, arising from the operation of the Business on or before the Effective Date (the "Current Liabilities"), including those listed and identified on **Schedule 1.1(e)(i) (Current Liabilities)**, as such Schedule may be updated as of the Effective Date, and (ii) those listed and identified on **Schedule 1.1(e)(ii) (Identified Liabilities)**. Notwithstanding the foregoing, the Current Liabilities assigned to and assumed by New LLC shall exclude Campbell Management's accrued liability for Michigan Business Tax, as of the Effective Date, and the Current Assets transferred as part of the Purchased Assets shall exclude an amount of cash equal to that accrued liability.

(f) True-Up of Net Working Capital. If the Current Assets (as defined below) contributed by Campbell Management to New LLC as part of the Purchased Assets exceed the Current Liabilities assumed by New LLC pursuant to subsection (e) above, then PF III and Campbell Acquisition shall cause New LLC to distribute to Campbell Acquisition an amount of cash equal to such excess Current Assets, which distribution shall be made within ten (10) days after final determination of the amount due pursuant to this subsection (f). If, on the other hand, the Current Assets contributed by Campbell Management to New LLC as part of the Purchased Assets are less than the Current Liabilities assumed by New LLC pursuant to subsection (e) above, then Campbell Acquisition shall pay to New LLC an amount of cash equal to such shortfall, which payment shall be made with ten (10) days after final determination of the amount due pursuant to this subsection (f). Any payments by Campbell Acquisition to New LLC or by New LLC to Campbell Acquisition pursuant to this subsection (f) shall not have any effect

**Pages 3-33 Redacted**

**Schedule 1.1(d)(i)**

**List of Excluded Assets**

1. Cash equal to Campbell Management's accrued liabilities for Michigan Business Tax as of the Effective Date.

2. All of Campbell Management's right, title and interest in and to any equity interest of Mutual Holdings (Bermuda) Ltd., and the related Shareholder Agreement, dated January 1, 1996, as amended, by and between Mutual Holdings (Bermuda) Ltd. and The Campbell Agency, and Limited Agency Agreement, dated January 1, 1996, as amended, by and between Legion Insurance Company and The Campbell Agency. Campbell Management shall assign all its right, title and interest in and to such equity interest of Mutual Holdings (Bermuda) Ltd. and such related contracts to Campbell Acquisition at the closing. Also, at the closing, Campbell Acquisition shall assume all liabilities or obligations of Campbell Management: (a) related to Campbell Management's ownership of equity of Mutual Holdings (Bermuda) Ltd.; (b) under or related to that certain Shareholder Agreement, dated January 1, 1996, as amended, by and between Mutual Holdings (Bermuda) Ltd. and The Campbell Agency; or (c) under or related to that certain Limited Agency Agreement, dated January 1, 1996, as amended, by and between Legion Insurance Company and The Campbell Agency.