

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CIMA COMPANIES, INC.		03/07/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	NEW MOUNTAIN FINANCE HOLDINGS, L.L.C. (AS AGENT)
Street Address:	787 Seventh Avenue, 48th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1958659	CIMA
Registration Number:	1397938	CIMA THE CIMA COMPANIES, INC.
Registration Number:	0960105	CIMA
Registration Number:	4197403	CIMA
Registration Number:	4142726	CIMAWORLD
Registration Number:	4201191	CIMA

CORRESPONDENCE DATA	
Fax Number:	9735972400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	9735972500
Email:	lstrademark@lowenstein.com
Correspondent Name:	Lawrence A. Weinstein, Esq.
Address Line 1:	65 Livingston Avenue
Address Line 4:	Roseland, NEW JERSEY 07068-1791

CH \$165.00 1958659

ATTORNEY DOCKET NUMBER:	25721.72
NAME OF SUBMITTER:	Lawrence A. Weinstein, Esq.
Signature:	/Lawrence A. Weinstein/
Date:	03/07/2014
Total Attachments: 8 source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page1.tif source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page2.tif source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page3.tif source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page4.tif source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page5.tif source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page6.tif source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page7.tif source=New Mountain Finance Holdings, L.L.C. (Trademark Security Agreement)#page8.tif	

Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement dated as of March 7, 2014, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between Madison Capital Funding LLC as First Lien Agent, and New Mountain Finance Holdings, L.L.C., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 7, 2014, by ACRISURE, LLC, a Michigan limited liability company (“Issuer”) and THE CIMA COMPANIES, INC., a Delaware corporation (“CIMA” and collectively with Issuer, the “Grantors” and each a “Grantor”), in favor of NEW MOUNTAIN FINANCE HOLDINGS, L.L.C., in its capacity as agent (“Agent”) for Noteholders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Note Purchase Agreement dated as of even date herewith, by and among Issuer, Agent and the noteholders (the “Noteholders”) from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Note Purchase Agreement”), Agent and the Noteholders have agreed to purchase Notes from Issuer;

WHEREAS, Agent and the Noteholders are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Noteholders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the benefit of all Noteholders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement, or if not defined therein, in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of all Noteholders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent constituting Excluded Property) (collectively, the “Trademark Collateral”):

(a) all of its respective registered Trademarks set forth on Schedule I hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of all Noteholders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

5. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, other than conflicts of law provisions, except as required by mandatory provisions of law.

6. TERMINATION. When the Secured Obligations have been Paid in Full (as defined in the Note Purchase Agreement) the security interests and Liens created hereunder and all obligations of each Grantor and Agent hereunder shall automatically terminate and be of no further force or effect, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to such Grantor. Agent agrees that it shall, at such Grantor's sole expense, promptly execute, acknowledge and deliver to such Grantor any and all instruments reasonably requested by such Grantor to evidence the termination of such security interest in the Trademark Collateral.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Receipt by facsimile or other electronic method of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"),

shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of this Agreement and each such party forever waives any such defense.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACRISURE, LLC

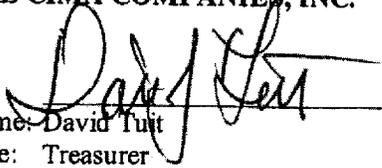
By: 

Name: Gregory L. Williams

Title: Chief Executive Officer and President

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE CIMA COMPANIES, INC.

By: 
Name: David Tuit
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

NEW MOUNTAIN FINANCE HOLDINGS,
L.L.C., as Agent

By: 

Name: Robert A. Hamwee

Title: CEO, President & Director

Trademark Security Agreement

TRADEMARK
REEL: 005233 FRAME: 0213

SCHEDULE I

A. Issuer

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
CIS Logo 	3385082	2/19/08	U.S.
Commercial Insurance Solutions	3388424	2/26/08	U.S.
Apartment Insurance Solutions	3388425	2/26/08	U.S.
Apartment Insurance Solutions Logo 	3605466	4/14/09	U.S.
Apartment Guard APARTMENT GUARD	3638037	6/16/09	U.S.
Insurance Minds for Real Estate Matters INSURANCE MINDS FOR REAL ESTATE MATTERS	3642401	6/23/09	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			

Trademark	Registration Number	Registration Date	Jurisdiction
ACRISURE	3673585	8/25/09	US
ACRISURE*	1022994	1/31/08	Mexico
INSOURCE, INC.*	T99000000161	2/1/99	Florida

* Acrisure, LLC is abandoning these trademarks and such action was made with the reasonable business judgment of Acrisure, LLC, successor in interest to the record title owners of the respective trademarks, and could not reasonably be expected to result in a Material Adverse Effect.

B. CIMA

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
CIMA	1958659	2/27/96	U.S.
CIMA THE CIMA COMPANIES, INC.	1397938	6/17/86	U.S.
CIMA	0960105	5/29/73	U.S.
CIMA	4197403	8/28/12	U.S.
CIMAWORLD	4142726	5/15/12	U.S.
CIMA	4201191	9/4/12	U.S.
THE CIMA INSURANCE AGENCY	4057219	9/26/07	Hawaii

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			