TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acrisure of California, LLC		11/12/2014	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	New Mountain Finance Holdings, L.L.C.
Street Address:	787 Seventh Avenue, 48th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3188609	TIB TRANSPORTATION INSURANCE BROKERS

CORRESPONDENCE DATA

Fax Number: 6163367000

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.

Phone: 616-336-6000
Email: trademarks@varnumlaw.com
Correspondent Name: Timothy E. Eagle
Address Line 1: 333 Bridge Street, P.O. Box 352
Address Line 4: Grand Rapids, MICHIGAN 49501

ATTORNEY DOCKET NUMBER:	ACRISURE-TIB-SECURITY2
NAME OF SUBMITTER:	Timothy E. Eagle
SIGNATURE:	/Timothy E. Eagle/
DATE SIGNED:	12/05/2014

Total Attachments: 6
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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, by and between Madison Capital Funding LLC as First Lien Agent ("First Lien Agent"), and New Mountain Finance Holdings, L.L.C., as Second Lien Agent ("Second Lien Agent"), as reaffirmed and amended by the Reaffirmation of and First Amendment to Intercreditor Agreement dated as of September 2, 2014, by and between First Lien Agent and Second Lien Agent (as further amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"). 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 November 12, 2014, by ACRISURE OF CALIFORNIA, LLC, a Michigan limited liability company ("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 Amended and Restated Second Lien Note Purchase Agreement dated as of November 12, 2014, by and among Acrisure, LLC (the sole member and sole manager of Grantor) ("Issuer"), Agent and the financial institutions from time to time party thereto (the "Noteholders") (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 Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Noteholders, that certain Second Amended and Restated Guarantee and Collateral Agreement dated as November 12, 2014 (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, Grantor is 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, Grantor hereby agrees 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. Grantor hereby grants to Agent, for the benefit of all Noteholders, a continuing security interest (subject only to the provisions of the Intercreditor Agreement and the relative

created or acquired (except to the extent constituting Excluded Property) (collectively, the "Trademark Collateral"):

(a) the 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, the Trademarks; and

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

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. 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 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 Grantor. Agent agrees that it shall, at Grantor's sole expense, promptly execute, acknowledge and deliver to Grantor any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Trademark Collateral.

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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]

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its duly authorized officer as of the date first set forth above.

ACRISURE OF CALIFORNIA, LLC

By: _____
Name: John P. Iacono
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: James W. Stone III
Title: Managing Director

Trademark	Registration Number	Registration Date	Jurisdiction
Transportation Insurance Brokers	3,188,609	12/26/06	US
	61626		California

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			