

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358212

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|---|--|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement - First Lien | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Acrisure, LLC | | 10/09/2015 | LIMITED LIABILITY COMPANY: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | 10 S. Dearborn, 7th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3698872 | CRIO CONVERT RISK INTO OPPORTUNITY | |
| Registration Number: | 3821088 | CRIO FLOOD ADVANTAGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <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: | (212) 455-3605 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | Genevieve Dorment, Esq. | | |
| Address Line 1: | Simpson Thacher & Bartlett LLP | | |
| Address Line 2: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 509265/1909 | | |
| NAME OF SUBMITTER: | Genevieve Dorment | | |
| SIGNATURE: | /gd/ | | |
| DATE SIGNED: | 10/09/2015 | | |
| Total Attachments: 4 | | | |
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| source=(EXECUTED) First Lien Trademark Security Agreement (Acrisure Flood Risk) (2)#page2.tif | | | |

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 9, 2015, by Acrisure, LLC (the “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of May 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into, and each of the Lenders to continue to provide financial and other accommodations under, the First Lien Credit Agreement dated as of May 19, 2015 (as amended by the First Amendment to First Lien Credit Agreement dated as of August 17, 2015 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its Collateral (excluding any Excluded Assets) of the Grantor, including without limitation:

- (a) the registered Trademarks of the Grantor listed on Schedule I attached hereto.

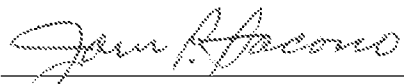
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts.

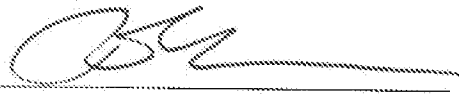
[Signature pages follow.]

ACRISURE, LLC

By: 
Name: John P. Iacono
Title: Secretary

[Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: TIMOTHY E. RETTIG
Title: SENIOR UNDERWRITER

Schedule I
Trademark Registrations and Use Applications

Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|---------------|--------------------------------|--|
| Acrisure, LLC | 3,698,872 | CRIO CONVERT RISK INTO OPPORTUNITY & design |
| Acrisure, LLC | 3,821,088 | CRIO FLOOD ADVANTAGE |

Applications:

None.