

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364501

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	11/23/2010		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fortegra Financial Corporation		11/23/2010	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortegra Financial (Delaware) Corporation		
<b>Street Address:</b>	10151 Deerwood Park Blvd		
<b>Internal Address:</b>	Building 100, Suite 330		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3726955	FF FORTEGRA FINANCIAL	
<b>Registration Number:</b>	3724088	FORTEGRA FINANCIAL	
<b>Registration Number:</b>	1375035	LIFE OF THE SOUTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>			
<b>Phone:</b>	404-815-6500		
<b>Email:</b>	ftaylor@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	Attn: TM Administration		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4528		
<b>ATTORNEY DOCKET NUMBER:</b>	0L4830-0381088		
<b>NAME OF SUBMITTER:</b>	Sabina A. Vayner		
<b>SIGNATURE:</b>	/Sabina A. Vayner/		
<b>DATE SIGNED:</b>	12/03/2015		

OP \$90.00 3726955

**Total Attachments: 10**

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# STATE OF GEORGIA

## Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF MERGER

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 11/23/2010. Attached is a true and correct copy of the said filing.

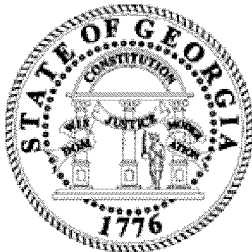
Surviving Entity:

**FORTEGRA FINANCIAL (DELAWARE) CORPORATION**, a Delaware Non-Qualifying Entity

Nonsurviving Entity/Entities:

**FORTEGRA FINANCIAL CORPORATION**, a Georgia Profit Corporation

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on November 23, 2010



A handwritten signature in black ink, appearing to read "B: P. Kemp".

Brian P. Kemp  
Secretary of State

CERTIFICATE OF MERGER  
FOR THE MERGER OF  
**FORTEGRA FINANCIAL CORPORATION**  
(a Georgia merging corporation)

with and into

**FORTEGRA FINANCIAL (DELAWARE) CORPORATION**  
(a Delaware surviving corporation)

Pursuant to the provisions of Section 14-2-1104 of the Georgia Business Corporation Code ("**GBCC**"), the undersigned corporations hereby certify that:

**FIRST:** Fortegra Financial Corporation, a corporation organized and existing under the laws of the State of Georgia ("**Parent**"), shall be merged with and into Fortegra Financial (Delaware) Corporation, a corporation organized and existing under the laws of the State of Delaware and a wholly-owned subsidiary of Parent ("**Subsidiary**"). Subsidiary will continue its existence under the name "**Fortegra Financial Corporation**" as the surviving corporation pursuant to the provisions of the GBCC, and the provisions of the Delaware General Corporate Law.

**SECOND:** The Plan of Merger pursuant to which the Merger will be effectuated (the "**Plan of Merger**") is annexed hereto as Annex I.

**THIRD:** The Plan of Merger was duly approved by the board of directors and shareholders of Parent pursuant to the provisions of the GBCC. Parent owns 100% of the outstanding shares of Subsidiary and therefore no approval of the board of directors or shareholders of Subsidiary was required.

**FOURTH:** Subsidiary, as the surviving corporation, certifies that a Notice of Merger and a publishing fee of \$40 have been mailed or delivered to an authorized newspaper, as required by O.C.G.A. § 14-2-1105.1.

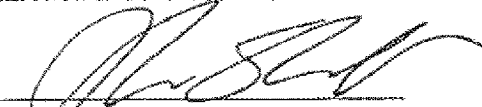
**FIFTH:** The merger of Parent with and into Subsidiary shall be effective on the filing of this Certificate of Merger with the Secretary of State of the State of Georgia.

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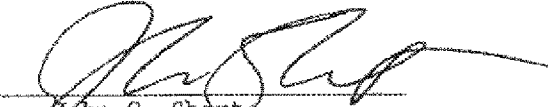


IN WITNESS WHEREOF, the undersigned corporations have caused this Certificate of Merger to be executed on their behalf by their respective duly authorized officers as of the 23rd day of November, 2010.

**FORTEGRA FINANCIAL (DELAWARE)  
CORPORATION,  
A DELAWARE CORPORATION**

By:   
Name: John G. Short  
Title: Secretary

**FORTEGRA FINANCIAL CORPORATION,  
A GEORGIA CORPORATION**

By:   
Name: John G. Short  
Title: Secretary

[SIGNATURE PAGE TO CERTIFICATE OF MERGER]

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SECRETARY OF STATE  
CORPORATIONS DIVISION

Annex I

(See attached Plan of Merger)

## PLAN OF MERGER

This PLAN OF MERGER (this "*Plan*"), dated as of November 23, 2010, is by and among Fortegra Financial Corporation, a Georgia corporation ("*Parent*"), and Fortegra Financial (Delaware) Corporation, a Delaware corporation and wholly-owned subsidiary of Parent ("*Subsidiary*").

WHEREAS, Section 14-2-1104 of the Georgia Business Corporation Code (the "*GBCC*") provides that a parent corporation that owns at least ninety percent of the outstanding shares of each class and series of a subsidiary corporation may merge itself into such subsidiary without the approval of the board of directors or shareholders of the subsidiary;

WHEREAS, Subsidiary's authorized capital stock consists of 100 shares of common stock, par value \$0.01 ("*Subsidiary Common Stock*"), of which 100 shares are issued and outstanding, all of which are held by Parent; and

WHEREAS, Parent's authorized capital stock consists of (i) 3,094,169 shares of Class A Common Stock, par value \$0.01 per share ("*Class A Common Stock*"), (ii) 6,000,000 shares of Common Stock, par value \$0.33½ per share ("*Common Stock*"), (iii) 20,000 shares of preferred stock, par value \$0.01 per share that may be issued in one or more classes or series including, (iv) 7,840 shares of 8.25% Series A Cumulative Redeemable Preferred Stock ("*Series A Preferred Stock*"), (v) 2,450 shares of Floating Rate Series B Cumulative Redeemable Preferred Stock ("*Series B Preferred Stock*") and (vi) 2,000 shares of 8.25% Series C Cumulative Redeemable Preferred Stock ("*Series C Preferred Stock*"); and

WHEREAS, the board of directors of Parent (the "*Parent Board*") has determined that it is advisable and in the best interests of, and fair to, Parent and its shareholders that it merge with and into Subsidiary (the "*Merger*") and that Subsidiary continue as the surviving corporation (the "*Surviving Corporation*"), and has adopted and approved this Plan and the transactions contemplated hereby; and

WHEREAS, a majority of the holders of Common Stock and Class A Common Stock (the "*Parent Requisite Shareholders*") have approved the Merger, and have adopted and approved this Plan and the transactions contemplated hereby;

NOW, THEREFORE, the parties hereto hereby agree as follows:

### ARTICLE I

#### THE MERGER

1.1 Merger. Subject to the terms and conditions of this Plan, Parent shall be merged with and into Subsidiary in accordance with Section 14-2-1104 of the GBCC and Section 253 of the Delaware General Corporate Law ("*DGCL*"). From and after the Effective Time (as defined below), the separate corporate existence of Parent shall cease and Subsidiary shall continue as the Surviving Corporation and shall succeed to and

assume all the assets, rights, powers, properties, debts, liabilities and obligations of Parent, in accordance with the applicable provisions of the GBCC and DGCL.

1.2 Name of Surviving Corporation. The name of the surviving corporation is **Portegra Financial Corporation**, a Delaware corporation.

1.3 Effective Time of Merger. In accordance with Section 14-2-1105 of the GBCC, the Merger shall become effective (the "*Effective Time*") upon the filing of a certificate of merger (the "*Certificate of Merger*") with the Secretary of State of the State of Georgia or at such later time as is specified in the Certificate of Merger.

1.4 Organizational Documents. The Certificate of Incorporation of the Surviving Corporation shall be the Amended and Restated Certificate of Incorporation attached hereto as Annex I (the "*Certificate of Incorporation*"). The authorized number of shares of the Surviving Corporation shall be (i) 3,094,169 shares of Class A Common Stock, par value \$0.01 per share, (ii) 6,000,000 shares of Common Stock, par value \$0.01 per share, (iii) 20,000 shares of preferred stock, par value \$0.01 per share that may be issued in one or more classes or series including, (iv) 7,840 shares of 8.25% Series A Cumulative Redeemable Preferred Stock, (v) 2,450 shares of Floating Rate Series B Cumulative Redeemable Preferred Stock and (vi) 2,000 shares of 8.25% Series C Cumulative Redeemable Preferred Stock, until the same is thereafter changed or amended as provided therein or by applicable law. The By-Laws of the Surviving Corporation shall be the Amended and Restated By-Laws attached hereto as Annex II (the "*By-Laws*").

1.5 Directors and Officers. The directors and officers of Parent at the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation after the Effective Time, until expiration of their current terms as such, or their prior resignation, removal or death, subject to the Certificate of Incorporation and the By-Laws.

## ARTICLE II

### CONVERSION AND EXCHANGE OF STOCK

2.1 Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Subsidiary, the holder of any shares of capital stock of Parent, or any other person, the following actions shall be effected:

- (a) Each issued and outstanding share of Class A Common Stock shall be converted into and become one validly issued, fully paid and nonassessable share of Class A Common Stock of the Surviving Corporation, par value \$0.01 per share.
- (b) Each issued and outstanding share of Common Stock shall be converted into and become one validly issued, fully paid and nonassessable share of Common Stock of the Surviving Corporation, par value \$0.01 per share.



- (c) Each issued and outstanding share of Series A Preferred Stock shall be converted into and become one validly issued, fully paid and nonassessable share of 8.25% Series A Cumulative Redeemable Preferred Stock of the Surviving Corporation, par value \$0.01 per share.
- (d) Each issued and outstanding share of Series B Preferred Stock shall be converted into and become one validly issued, fully paid and nonassessable share of Floating Rate Series B Cumulative Redeemable Preferred Stock of the Surviving Corporation, par value \$0.01 per share.
- (e) Each issued and outstanding share of Series C Preferred Stock shall be converted into and become one validly issued, fully paid and nonassessable share of 8.25% Series C Cumulative Redeemable Preferred Stock of the Surviving Corporation, par value \$0.01 per share.
- (f) Each outstanding option to purchase a share of common stock of Parent (each an "*Option*") which is then outstanding shall be converted into and become an outstanding option to purchase a share of common stock of the Surviving Corporation, on the same terms and with the same rights as granted pursuant to such Option.
- (g) All shares of capital stock of Parent that are owned by Parent as treasury stock shall be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.
- (h) Each issued and outstanding share of Common Stock of Subsidiary, par value \$0.01 per share (all of which are owned by Parent, "*Subsidiary Common Stock*"), shall be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor. Any shares of Common Stock that are owned by Subsidiary as treasury stock shall be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

2.2 Stock Certificates. (a) As of the Effective Time, each stock certificate ("*Parent Certificate*") theretofore representing issued and outstanding shares of capital stock of Parent (including Common Stock, Class A Common Stock, 8.25% Series A Cumulative Redeemable Preferred Stock, Floating Rate Series B Cumulative Redeemable Preferred Stock of Parent and 8.25% Series C Cumulative Redeemable Preferred Stock of Parent, the "*Parent Capital Stock*"), shall, by virtue of the Merger and without any further action by the holders of such shares or any other person, be deemed for all purposes to evidence ownership of, and to represent, the same number of shares of capital stock of the Surviving Corporation into which the shares of Parent Capital Stock formerly evidenced by such Parent Certificates have been converted as herein provided, and such holders shall have and be entitled to exercise any and all voting and other rights with respect to, and receive any and all dividend and other distributions upon, the shares of the corresponding class of capital stock of the Surviving Corporation evidenced by such Parent Certificates. If, after the Effective Time, any Parent Certificate is presented for

transfer to the Surviving Corporation by any holder (or any successor thereto or transferee thereof), it shall be canceled and exchanged for a certificate representing the applicable number and class of shares of capital stock of the Surviving Corporation represented by such Parent Certificate.

(b) At the Effective Time, each stock certificate theretofore representing issued and outstanding shares of Subsidiary Common Stock shall be canceled and Parent shall cease to have any rights with respect to the same.

(c) At the Effective Time, the stock transfer books of Parent shall be closed and no transfer of shares of Parent Capital Stock shall thereafter be made.

### ARTICLE III

#### ASSUMPTION OF ACTS, RIGHTS AND OBLIGATIONS

All corporate acts, plans, policies, rights, powers, privileges, agreements, contracts, debts, liabilities, obligations, arrangements, approvals and authorizations of Parent, its shareholders, board of directors and committees thereof, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be deemed for all purposes to be the acts, plans, policies, rights, powers, privileges, properties, assets, agreements, contracts, debts, liabilities, obligations, arrangements, approvals and authorizations of Subsidiary and shall be as effective and binding on Subsidiary as the same were with respect to Parent.

### ARTICLE IV

#### CONDITION

Consummation of the Merger is subject to this Plan, and the transactions contemplated hereby, being approved by the Parent Board and Parent Requisite Shareholders.

### ARTICLE V

#### MISCELLANEOUS

5.1 Further Assurances; Covenants. From time to time, as and when required by Subsidiary or by Subsidiary's successors or assigns (including, without limitation, the Surviving Corporation), there shall be executed and delivered by or on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise in Subsidiary the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent and otherwise to carry out the purposes of this Plan, and the officers and directors of Subsidiary are fully authorized in the name and on behalf of Parent or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments in connection therewith.

5.2 Due Authorization. Each of the Parent Board and the board of directors of Subsidiary, and each corporation's respective proper officers are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan or of the merger herein provided for.

5.3 Termination or Abandonment. This Plan may be terminated and/or the Merger abandoned at any time prior to the Effective Time (including after approval by the Parent Requisite Shareholders) by the action of the board of directors of Parent. In the event of termination of this Plan and/or abandonment of the Merger, this Plan shall become void and of no further force and effect without liability on the part of any party hereto or their respective officers and agents.

5.4 Headings. The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.


5.5 Counterparts. This Plan may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

5.6 Governing Law. This Plan shall be governed by and construed in accordance with the law of the State of Delaware, except to the extent the laws of the State of Georgia shall mandatorily apply to the Merger.

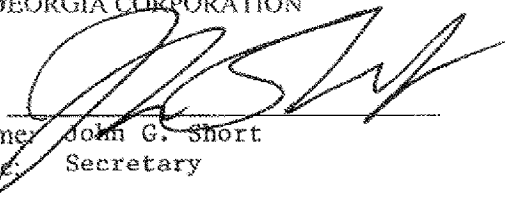
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IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be signed by its respective officers thereunto duly authorized all as of the date first above written.

**FORTEGRA FINANCIAL (DELAWARE)  
CORPORATION,  
A DELAWARE CORPORATION**

By:   
Name: John G. Short  
Title: Secretary

**FORTEGRA FINANCIAL CORPORATION,  
A GEORGIA CORPORATION**

By:   
Name: John G. Short  
Title: Secretary

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SECRETARY OF STATE  
CORPORATIONS DIVISION

[SIGNATURE PAGE TO PLAN OF MERGER]