

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acrisure of California, LLC		05/12/2016	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn St., 7th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4296166	LIVING A BETTER LIFESTYLE	
Registration Number:	4133153	LIVING A BETTER LIFESTYLE	
Registration Number:	4009412	LBL INSURANCE SERVICES	
Registration Number:	4340350	THE ESSENTIAL C.A.R.E. PROCESS	
Registration Number:	2594230	THE LBL GROUP	
Registration Number:	2597727	LBL	
Registration Number:	2658502	THE LBL GROUP	
Registration Number:	2597728	LBL	
Registration Number:	3099611	ECI	
Registration Number:	2820763	ECI	
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		

CH \$265.00 4296166

Address Line 4:	New York, NEW YORK 10017
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	05/19/2016
Total Attachments: 4 source=(Executed) First Lien Trademark Security Agreement (Acrisure of California#page1.tif source=(Executed) First Lien Trademark Security Agreement (Acrisure of California#page2.tif source=(Executed) First Lien Trademark Security Agreement (Acrisure of California#page3.tif source=(Executed) First Lien Trademark Security Agreement (Acrisure of California#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2016, by Acrisure of California, LLC, a Michigan limited liability company (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 the Second Amendment to First Lien Credit Agreement dated as of December 16, 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.

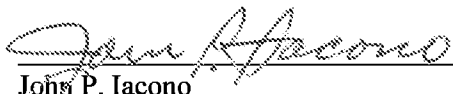
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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 OF CALIFORNIA, LLC

By: 

John P. Iacono
Senior Vice President

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

By: 
Name: *TIMOTHY REMBERG*
Title: *SENIOR UNDERWRITER*

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 4,296,166	LIVING A BETTER LIFESTYLE
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 4,133,153	LIVING A BETTER LIFESTYLE
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 4,009,412	LBL INSURANCE SERVICES
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 4,340,350	THE ESSENTIAL C.A.R.E. PROCESS
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 2,594,230	THE LBL GROUP
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 2,597,727	LBL
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 2,658,502	THE LBL GROUP
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 2,597,728	LBL
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 3,099,611	ECI
Acrisure of California, LLC, a Michigan limited liability company	U.S. Reg. No. 2,820,763	ECI

Trademark Security Agreement (The LBL Group)