

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acrisure of California, LLC		05/17/2016	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Corporation: DELAWARE		
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:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		

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Address Line 4:	Boston, MASSACHUSETTS 02110
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/23/2016
Total Attachments: 4 source=acrisure#page1.tif source=acrisure#page2.tif source=acrisure#page3.tif source=acrisure#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2016, by Acrisure of California, LLC, a Michigan limited liability company (the "**Grantor**"), in favor of Wilmington Trust, National Association, in its capacity as administrative agent pursuant to the Note Purchase Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Second 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, and each of the Lenders to continue to provide financial and other accommodations under the Note Purchase 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.

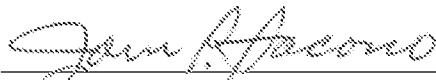
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms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

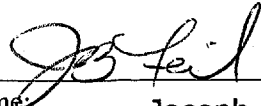
ACRISURE OF CALIFORNIA, LLC

By: 

John P. Iacono
Senior Vice President

Wilmington Trust, National Association,
as Administrative Agent

By: _____



Name:

Joseph B. Feil

Title:

Vice President

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)