

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GREAT LAKES INSURANCE AGENCY, INC.		01/24/2018	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, as Agent		
<b>Street Address:</b>	30 S. Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2698952	GREAT LAKES PROTECTION	
<b>Registration Number:</b>	2447233	GREAT LAKES PROTECTION PLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.233		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	01/24/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 24, 2018, by GREAT LAKES INSURANCE AGENCY, INC., a Michigan corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of December 21, 2017 by and among Grantor, certain affiliates of Grantor (collectively, with Grantor, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to continue to make Loans and continue to issue Letters of Credit for the benefit of Grantor and the other Borrowers;

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement dated as of January 24, 2014 among Grantor, certain affiliates of Grantor and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"), Grantor is required to execute and deliver to Agent, for itself and the benefit of all Lenders, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of all Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent constituting Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its 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, each Trademark; 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 any Trademark or (ii) injury to the goodwill associated with any Trademark.

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 Lenders, 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. TERMINATION. When the Secured Obligations have been Paid in Full (as defined in the Credit Agreement) the security interests created hereunder shall automatically terminate and be of no further force or effect, and Agent agrees that it shall, at Grantor's expense, 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.

5. COUNTERPARTS. This 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 Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including ".pdf" file) shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

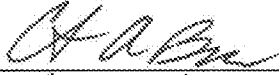
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GREAT LAKES INSURANCE AGENCY, INC.

By:   
Name: Michael Forsythe  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: Clayton A Bruce  
Title: Director

**SCHEDULE I**  
**to**  
**SECOND TRADEMARK SECURITY AGREEMENT**

<b>Grantor</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
Great Lakes Insurance Agency, Inc.	GREAT LAKES PROTECTION	76404811	March 18, 2003	2698952
Great Lakes Insurance Agency, Inc.	GREAT LAKES PROTECTION PLAN	75919693	April 24, 2001	2447233