

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560874

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900531027		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acrisure MGA, LLC		01/13/2020	Limited Liability Company: MICHIGAN
Southwest Dealer Services, Inc.		01/13/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3043396	GREENWICH TRANSPORTATION UNDERWRITERS	
Registration Number:	2993763	GTU	
Registration Number:	4464761	KARR TRACK & RECOVERY	
Registration Number:	4461077	KARR SECURITY SYSTEMS	
Registration Number:	4464748	KARR	
Registration Number:	4457623	THEFT CODE	
CORRESPONDENCE DATA			
Fax Number:	6163367000		
<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:	6163366000		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Timothy E. Eagle		
Address Line 1:	333 Bridge Street, P.O. Box 352		
Address Line 4:	Grand Rapids, MICHIGAN 49501		
ATTORNEY DOCKET NUMBER:	ACRISURE T130US & T131US		

NAME OF SUBMITTER:	Timothy E. Eagle
SIGNATURE:	/Timothy E. Eagle/
DATE SIGNED:	02/06/2020
Total Attachments: 5 source=Acrisure Security Agreement#page1.tif source=Acrisure Security Agreement#page2.tif source=Acrisure Security Agreement#page3.tif source=Acrisure Security Agreement#page4.tif source=Acrisure Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 13, 2020, by Acrisure MGA, LLC, a Michigan limited liability company, and Southwest Dealer Services, Inc., a California corporation (the “**Grantors**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent pursuant to the Indenture (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Notes Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of January 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Notes Collateral Agent pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Notes Collateral 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. Each Grantor hereby pledges and grants to the Notes Collateral 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 the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademark applications of the Grantors, including those 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 Notes Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral 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.

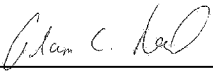
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Notes Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security 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.

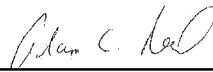
SECTION 6. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is executing this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature pages follow.]


ACRISURE MGA, LLC,
a Michigan limited liability company

By: 
Name: Adam C. Reed
Title: Executive Vice President

SOUTHWEST DEALER SERVICES, INC.,
a California corporation

By: 
Name: Adam C. Reed
Title: Executive Vice President

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: 

Name: Sarah Vilhauer
Title: Banking Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006852 FRAME: 0597

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Acrisure MGA, LLC	U.S. Reg. No. 3,043,396	GREENWICH TRANSPORTATION UNDERWRITERS
Acrisure MGA, LLC	U.S. Reg. No. 2,993,763	GTU
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,464,761	KARR TRACK & RECOVERY
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,461,077	KARR SECURITY SYSTEMS
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,464,748	KARR
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,457,623	THEFT CODE

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None.		