# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM619549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acrisure, LLC		01/08/2021	Limited Liability Company: MICHIGAN

# **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:	ASSOCIATION: UNITED STATES	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2588205	SEACOAST INSURANCE

#### CORRESPONDENCE DATA

Fax Number: 6163367000

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.

Phone: 16163366000

trademarks@varnumlaw.com Email:

**Correspondent Name:** Timothy E. Eagle

Address Line 1: 333 Bridge Street, P.O. Box 352 Address Line 4: Grand Rapids, MICHIGAN 49504

NAME OF SUBMITTER:	Timothy E. Eagle
SIGNATURE:	/Timothy E. Eagle/
DATE SIGNED:	01/11/2021

#### **Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of January 8, 2021, by Acrisure, LLC, a Michigan limited liability company (the "**Grantor**"), 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 Grantor is 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 Grantor is 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 Grantor hereby agrees with the Notes Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. 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 Grantor:
- (a) registered Trademarks and Trademark applications of the Grantor, 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 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. <u>Termination</u>. 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.

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SECTION 5. <u>Counterparts</u>. 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.]

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# ACRISURE, LLC,

a Michigan limited liability company

Title: Executive Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent

By: Sarah Vilhaun

Name: Sarah Vilhauer Title: Banking Officer

# Schedule I Trademark Registrations and Use Applications

Registrations:

OWNER REGISTRATION
NUMBER TRADEMARK

Acrisure, LLC U.S. Reg. No. 2,588,205

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Sepconst Insurance

Applications:

APPLICATION
OWNER NUMBER TRADEMARK

None.

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**RECORDED: 01/11/2021** 

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