

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association		02/17/2021	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acrisure MGA, LLC		
<b>Street Address:</b>	5664 Prairie Creek Drive SE		
<b>City:</b>	Caledonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49316		
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN		
<b>Name:</b>	Southwest Dealer Services, Inc.		
<b>Street Address:</b>	4650 E. Cotton Center Blvd., Suite 160		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85040		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3043396	GREENWICH TRANSPORTATION UNDERWRITERS	
<b>Registration Number:</b>	2993763	GTU	
<b>Registration Number:</b>	4464761	KARR TRACK & RECOVERY	
<b>Registration Number:</b>	4461077	KARR SECURITY SYSTEMS	
<b>Registration Number:</b>	4464748	KARR	
<b>Registration Number:</b>	4457623	THEFT CODE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		

OP \$165.00 3043396

TRADEMARK

**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 02/17/2021

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Wilmington Trust, National Association

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 17, 2021

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Acrisure MGA, LLC

Street Address: 5664 Prairie Creek Drive SE

City: Caledonia

State: MI

Country: USA Zip: 49316

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship USA-MI

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

February 17, 2021  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Southwest Dealer Services, Inc.  
4650 E. Cotton Center Blvd., Suite 160  
Phoenix, AZ 85040  
Corporation: Citizenship – USA – California

**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE (this "Release") is made as of February 17, 2021, by 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"), in favor of Acrisure MGA, LLC, a Michigan limited liability company and Southwest Dealer Services, Inc., a California corporation (collectively, the "Grantors" and each, a "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below) or Security Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of January 30, 2019 (as it may have been 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 each Grantor was required to execute and deliver that certain Trademark Security Agreement, dated as of January 13, 2020, in favor of the Notes Collateral Agent (as it may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, each Grantor, pledged and granted 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 registered Trademarks and Trademark applications of such Grantor, including those listed on Schedule A hereto (the "Released Collateral").

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on January 14, 2020, at Reel 6852, Frame 0592; and

WHEREAS, on February 17, 2021, the Grantors have redeemed all of the Notes (as defined in the Security Agreement) and otherwise paid all of the Secured Obligations (as defined in the Security Agreement) due and owing under the Indenture;

WHEREAS, the Grantors have requested that the Notes Collateral Agent, and the Notes Collateral Agent desires to, release its lien on and security interest in and to the Released Collateral, including under the Trademark Security Agreement and Security Agreement (collectively, the "Security Interest") and reassign any and all rights it has in or to the Released Collateral to the applicable Grantor.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Notes Collateral Agent hereby agrees with the Grantors as follows:

1. The Notes Collateral Agent hereby, without recourse, representation or warranty of any kind, releases, terminates and fully discharges its Security Interest in all of each Grantor's

right, title and interest in, to and under the Released Collateral, including those listed on Schedule A hereto. Notes Collateral Agent hereby, without recourse, representation or warranty of any kind, reassigns, grants and conveys to the applicable Grantor any and all of the Notes Collateral Agent's right, title and interest (if any) in and to the Released Collateral arising under the Security Interest.

2. The Notes Collateral Agent hereby authorizes each Grantor or its authorized representative to (i) record this Release with the U.S. Patent and Trademark Office and/or (ii) otherwise record or file this Release in any applicable governmental office or registry.

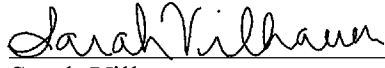
3. The Notes Collateral Agent is executing and delivering this Release solely in its capacity as Notes Collateral Agent under the Indenture and the Trademark Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities afford to it as Notes Collateral Agent under the Indenture and Trademark Security Agreement, whether or not expressly set forth herein.

4. This Release 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 Release by signing and delivering one or more counterparts. Counterparts may be delivered via facsimile, electronic mail (including via [www.docusign.com](http://www.docusign.com) and any other electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Notes Collateral Agent has caused this Trademark Release to be executed as of the day and year first above written.

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Notes Collateral Agent**

By:   
Name: Sarah Vilhauer  
Title: Banking Officer

**SCHEDULE A**

**Trademark Registrations and Use Applications**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
None.		