

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		02/17/2021	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Acrisure, LLC
Street Address:	5664 Prairie Creek Drive SE
City:	Caledonia
State/Country:	MICHIGAN
Postal Code:	49316
Entity Type:	Limited Liability Company: MICHIGAN
Name:	Breckpoint, Inc.
Street Address:	8918 Spanish Ridge Ave, Suite 200
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89148
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5088370	POWERED BY BUILDING BLOCKS FOR BUSINESS
Registration Number:	5070040	BUILDING BLOCKS FOR BUSINESS
Registration Number:	6167511	A ACCESS
Registration Number:	5969381	INSURANCE PROFIT CENTER
Registration Number:	6119383	BRECKPOINT
Registration Number:	6119382	BRECKPOINT
Registration Number:	6119381	BRECKPOINT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

TRADEMARK

Correspondent Name: CT Corporation
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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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, LLC, a Michigan limited liability company and Breckpoint, Inc., a Nevada 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.

WITNESSETH:

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 October 30, 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 October 30, 2020, at Reel 7091, Frame 0451; 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.

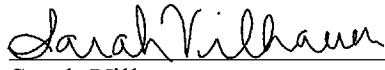
3. The Notes Collateral Agent is executing and delivering this Release solely in its capacity as Notes Collateral Agent under the Indenture and the Trademark Security Agreement and not in its individual or corporate capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of 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 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, LLC	U.S. Reg. No. 5,088,370	POWERED BY BUILDING BLOCKS FOR BUSINESS
Acrisure, LLC	U.S. Reg. No. 5,070,040	BUILDING BLOCKS FOR BUSINESS
Acrisure, LLC	U.S. Reg. No. 6,167,511	A ACCESS
Acrisure, LLC	U.S. Reg. No. 5,969,381	INSURANCE PROFIT CENTER
Breckpoint, Inc.	U.S. Reg. No. 6,119,383	BRECKPOINT
Breckpoint, Inc.	U.S. Reg. No. 6,119,382	BRECKPOINT
Breckpoint, Inc.	U.S. Reg. No. 6,119,381	BRECKPOINT

Applications:

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