

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acrisure, LLC		07/15/2021	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: 4			
Property Type	Number	Word Mark	
Serial Number:	90256603	AVION INSURANCE	
Serial Number:	90256660	AVION INSURANCE	
Registration Number:	5960128	BIG INSURANCE SOLUTIONS BELLAMY INSURANC	
Registration Number:	5673179	E&S INSPECTIONS	
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:	616-336-6000		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Timothy E. Eagle		
Address Line 1:	333 Bridge Street, Suite1700		
Address Line 4:	Grand Rapids, MICHIGAN 49504		
NAME OF SUBMITTER:	Timothy E. Eagle		
SIGNATURE:	/Timothy E. Eagle/		
DATE SIGNED:	07/16/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 15, 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 for the Secured Parties 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 February 16, 2021 (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 the 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. 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. The Grantor hereby pledges to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of its right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets) of the 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 pledged and granted pursuant to this Trademark Security Agreement is pledged and granted in furtherance, and not in limitation, of the security interest pledged and granted to the Notes Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks pledged 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 Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

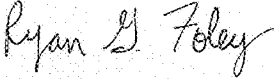
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Counterparts may 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.

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.

SECTION 7. Intercreditor Agreement. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the priority of the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and any other intercreditor agreement entered into in accordance with the terms of the Indenture. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement (other than Section 2) and the Intercreditor Agreement or any such other applicable intercreditor agreement, the provisions of the Intercreditor Agreement or such other applicable intercreditor agreement shall control.


[Signature pages follow.]

ACRISURE, LLC,
a Michigan limited liability company

By: 


Ryan G. Foley
Title: Executive Vice President

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Sarah Vilhauer
Title: Banking Officer

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Acrisure, LLC	U.S. Reg. No. 5,960,128	 BIG INSURANCE SOLUTIONS
Acrisure, LLC	U.S. Reg. No. 5,673,179	E&S INSPECTIONS

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Acrisure, LLC	App 90256603	AVION INSURANCE
Acrisure, LLC	App 90256660	