# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM705872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acrisure, LLC		01/31/2022	Limited Liability Company: MICHIGAN
US Administrator Claims, LLC		01/31/2022	Limited Liability Company: TENNESSEE
SUNZ Insurance Services, LLC		01/31/2022	Limited Liability Company: FLORIDA

#### **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: 38**

Property Type	Number	Word Mark
Registration Number:	5190318	AMERIAGENCY INSURANCE
Registration Number:	2819148	EBRM
Registration Number:	4255058	US ADMINISTRATOR CLAIMS
Registration Number:	6030803	ACCELERATE YOUR RELEVANCE
Registration Number:	6020195	ACCELEVANT
Registration Number:	6030780	ACCELEVANT
Registration Number:	5896617	ACCELEVANT PREMIUM AUDIT
Registration Number:	5012055	ASCENTIAL CARE
Registration Number:	5717446	AVALON SUBROGATION PARTNERS
Registration Number:	6089058	BRAND ARMOR
Registration Number:	6494182	BULLY ARMOR
Serial Number:	90784253	BULLY ARMOR
Registration Number:	6439053	
Registration Number:	6030804	
Registration Number:	5305902	E3VA

Property Type	Number	Word Mark			
Registration Number:	5305920	E3VA			
Registration Number:	5322514	ELEVATE EVERYONE EVERYDAY			
Registration Number:	6203900	INSPIRING A SAFER WORKFORCE			
Registration Number:	5717471	MAXIMIZING INSURANCE SUBROGATION			
Registration Number:	5112243				
Registration Number:	5315698	NEXT LEVEL			
Registration Number:	5137183	NEXT LEVEL ADMINISTRATORS			
Registration Number:	5137182	NEXT LEVEL ADMINISTRATORS			
Registration Number:	6495092	NEXT LEVEL ADMINISTRATORS			
Registration Number:	5322343	PEOPLE DATA RESULTS			
Registration Number:	5322393	POSITIVE ENERGY IN A RISKY WORLD			
Registration Number:	5715429	RECOVERIT			
Registration Number:	5743362	RMA RISK MANAGEMENT AMERICA			
Registration Number:	6131002	SUBROAI			
Registration Number:	6049088	SUBROAI			
Registration Number:	5322064	SUNZ			
Registration Number:	5322066	SUNZ			
Registration Number:	5300168	SUNZ INSURANCE			
Registration Number:	5300172	SUNZ INSURANCE			
Registration Number:	6473075	THE CLAM HOUSE			
Registration Number:	5927739	WATCHPOINT			
Registration Number:	6019025	WATCHPOINT			
Registration Number:	5927833	WATCHPOINT INTELLIGENCE ANALYTICS INVEST			

#### **CORRESPONDENCE DATA**

**Fax Number:** 7343722940

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:** 17343722933

Email: trademarks@varnumlaw.com
Correspondent Name: Staci R. DeRegnaucourt

Address Line 1: 101 North Main Street, Suite 525
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Staci R. DeRegnaucourt
SIGNATURE:	/Staci R. DeRegnaucourt/
DATE SIGNED:	02/01/2022

#### **Total Attachments: 7**

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#### TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of January 31, 2022, by ACRISURE, LLC, a Michigan limited liability company, US ADMINISTRATOR CLAIMS, LLC, a Tennessee limited liability company, and SUNZ INSURANCE SERVICES, LLC, a Florida limited liability company (each, a "**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**").

#### $\underline{\mathbf{W}}$ ITNESSETH:

WHEREAS, each 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, each 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>. Each 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 such Grantor:
- (a) registered Trademarks and Trademark applications of each 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 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 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. <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 each Grantor, execute, acknowledge, and deliver to such 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. <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. 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. <u>Concerning the Notes Collateral Agent</u>. 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. <u>Intercreditor Agreement</u>. 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.]

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# ACRISURE, LLC,

a Michigan limited liability company SUNZ INSURANCE SERVICES, LLC, a Florida limited liability company, and US ADMINISTRATOR CLAIMS, LLC, a Tennessee limited liability company

By:

Name: Ryan G. Foley

Title: Secretary of each of the above entities

# WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent

By

Name: Sarah Vilhauer

Title: Banking Officer

# Schedule I

# **Trademark Registrations**

Citation	Application/Registration Number	Status	Owner Name
	5190318	Registered	Acrisure, LLC <sup>1</sup>
AmeriAgency			
EBRM	2819148	Registered	Acrisure, LLC <sup>2</sup>
US ADMINISTRATOR CLAIMS	4255058	Registered	U.S. Administrator Claims, LLC
ACCELERATE YOUR RELEVANCE	6030803	Registered	SUNZ Insurance Services, LLC
ACCELEVANT	6020195	Registered	SUNZ Insurance Services, LLC
accelevant	6030780	Registered	SUNZ Insurance Services, LLC
ACCELEVANT PREMIUM AUDIT	5896617	Registered	SUNZ Insurance Services, LLC
ASCENTIAL CARE	5012055	Registered	SUNZ Insurance Services, LLC
AVALON SUBROGATION PARTNERS	5717446	Registered	SUNZ Insurance Services, LLC
BRAND ARMOR	6089058	Registered	SUNZ Insurance Services, LLC
BULLY ARMOR	6494182	Registered	SUNZ Insurance Services, LLC
BULLY ARMOR	90/784253	Pending/ Awaiting Ex- amination	SUNZ Insurance Services, LLC
	6439053	Registered	SUNZ Insurance Services, LLC
	6030804	Registered	SUNZ Insurance Services, LLC

<sup>&</sup>lt;sup>1</sup> Company to file assignment from Americagency Inc. to Acrisure, LLC.

<sup>&</sup>lt;sup>2</sup> Company to file assignment from Employee Benefit Risk Management Services, Inc. to Acrisure, LLC.

E/A	5305902	Registered	SUNZ Insurance Services, LLC
<b>E</b>	5305920	Registered	SUNZ Insurance Services, LLC
ELEVATE EVERYONE EVERYDAY	5322514	Registered	SUNZ Insurance Services, LLC
INSPIRING A SAFER WORKFORCE	6203900	Registered	SUNZ Insurance Services, LLC
MAXIMIZING INSURANCE SUBROGATION	5717471	Registered	SUNZ Insurance Services, LLC
<b>+</b>	5112243	Registered	SUNZ Insurance Services, LLC
NEXT LEVEL	5315698	Registered	SUNZ Insurance Services, LLC
NEXT LEVEL ADMINISTRATORS	5137183	Registered	SUNZ Insurance Services, LLC
Next Level	5137182	Registered	SUNZ Insurance Services, LLC
NEXT LEVEL ADMIRISTRATORS	6495092	Registered	SUNZ Insurance Services, LLC
PEOPLE DATA RESULTS	5322343	Registered	SUNZ Insurance Services, LLC
POSITIVE ENERGY IN A RISKY WORLD	5322393	Registered	SUNZ Insurance Services, LLC
RECOVERIT	5715429	Registered	SUNZ Insurance Services, LLC
	5743362	Registered	SUNZ Insurance Services, LLC
SUBROAI	6131002	Registered	SUNZ Insurance Services, LLC
SUBROAI	6049088	Registered	SUNZ Insurance Services, LLC
SUNZ	5322064	Registered	SUNZ Insurance Services, LLC
SUNZ	5322066	Registered	SUNZ Insurance Services, LLC
SUNZ INSURANCE	5300168	Registered	SUNZ Insurance Services, LLC

SUNZ	5300172	Registered	SUNZ Insurance Services, LLC
THE CLAM HOUSE	6473075	Registered	SUNZ Insurance Services, LLC <sup>3</sup>
WATCHPOINT	5927739	Registered	SUNZ Insurance Services, LLC
WATCHPOINT	6019025	Registered	SUNZ Insurance Services, LLC
watchpoint	5927833	Registered	SUNZ Insurance Services, LLC

<sup>3</sup> Company to file assignment from Sunz Holdings, LLC to SUNZ Insurance Services, LLC.

**RECORDED: 02/01/2022**