# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM342006

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Release and Reassignment	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
New Mountain Finance Holdings, L.L.C.		05/19/2015	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Acrisure of California, LLC	
Street Address:	5664 Prairie Creek Drive, S.E.	
City:	Caledonia	
State/Country:	MICHIGAN	
Postal Code:	49316	
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN	

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

Property Type	Number	Word Mark
Registration Number:	3188609	TIB TRANSPORTATION INSURANCE BROKERS

# CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-235-4714

trademarks@ropesgray.com Email:

Shweta Mahajan, Ropes & Gray LLP **Correspondent Name:** Address Line 1: Prudential Tower, 800 Boylston Street Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	109251-0008-007
NAME OF SUBMITTER:	Shweta Mahajan
SIGNATURE:	/Shweta Mahajan/
DATE SIGNED:	05/20/2015

# **Total Attachments: 3**

source=Trademark Release (November 12 2014)#page1.tif source=Trademark Release (November 12 2014)#page2.tif source=Trademark Release (November 12 2014)#page3.tif

> **TRADEMARK** REEL: 005520 FRAME: 0929

900325289

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 19, 2015, by New Mountain Finance Holdings, L.L.C. (in such capacity, "Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Acrisure of California, LLC ("<u>Grantor</u>"), and Agent were parties to that certain Trademark Security Agreement dated November 12, 2014 (the "<u>Security Agreement</u>"), pursuant to which Grantor granted a security interest to Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 5, 2014, at Reel 5337, Frame 0483;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. Agent hereby releases its security interest in each of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (a) the registered Trademarks set forth on <u>Schedule 1</u> hereto;
  - (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademarks; and
  - (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademarks or (ii) injury to the goodwill associated with the Trademarks.
- 2. Agent hereby reassigns, grants and conveys to each Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page Follows]

TRADEMARK
REEL: 005520 FRAME: 0930

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

New Mountain Finance Holdings, L.L.C., as Agent

By:

Name: James Stone

Title: Managing Director

# **SCHEDULE 1**

# **Trademark Registrations**

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
TIB TRANSPORTATION INSURANCE BROKERS	Acrisure of California,	76655242	2/15/06	3188609	12/26/06
HIGHWINE BROKERS	LLC				

**Trademark Applications** 

None.

**RECORDED: 05/20/2015** 

TRADEMARK REEL: 005520 FRAME: 0932