# OP \$40.00 4276427

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM485681 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: First Lien Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acrisure, LLC		08/10/2018	Limited Liability Company: MICHIGAN

## **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	Mail Code NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

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

Property Type	Number	Word Mark
Registration Number:	4276427	S SOLUTIONS INSURANCE AGENCIES

### **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

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:	08/10/2018

#### **Total Attachments: 5**

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# TRADEMARKS ONLY

	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Acrisure, LLC	Additional names, addresses, or citizenship attached?
	Name: JPMorgan Chase Bank, N.A.
Individual(s) Association	Street Address: Mail Code NY1-C413, 4 CMC
☐ Partnership ☐ Limited Partnership ☐ Corporation- State:	City: Brooklyn
★ Other LLC-MI	State: NY
Citizenship (see guidelines) USA	Country: <u>USA</u> Zip: <u>11245-0001</u>
Additional names of conveying parties attached?	☐ Individual(s) Citizenship ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
3. Nature of conveyance/Execution Date(s) :	Association Citizenship USA  Partnership Citizenship
Execution Date(s)August 10, 2018	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic
○ Other First Lien Security Agreement	representative designation is attached: Yes No  (Designations must be a separate document from assignment)
A. Application number(s) or registration number(s) and A. Trademark Application No.(s)      Text      C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) 4,276,427  Additional sheet(s) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:
Internal Address:	<b>7. Total fee</b> (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	☐ Authorized to be charged to deposit account ☐ Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	Deposit Associat Newsborn
Docket Number:	Deposit Account Number
Email Addragasacrera@aabill.com	Authorized User Name
Email Address: ecarrera@cahill.com	
9. Signature: Elaine Came	August 10, 2018
	August 10, 2018  Date  Total number of pages including cover

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

#### TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of August 10, 2018, by Acrisure, LLC, a Michigan limited liability company (the "**Grantor**"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the "**Administrative Agent**").

#### WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of November 22, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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>. The Grantor hereby pledges and grants to the Administrative 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 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 granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made 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 unless the Administrative Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative 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. <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.

# ACRISURE, LLC,

a Michigan limited liability company

Name: Adam C Reed

Title: Executive Vice President

13796512

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:

Name: Timothy E. Rettberg Title: Authorized Officer

# Schedule I Trademark Registrations and Use Applications

Registrations:			
OWNER	REGISTRATION NUMBER	TRADEMARK	
Acrisure, LLC	U.S. Reg. No. 4,276,427	SOLUTIONS Incurance Agencies	
Applications:			

None.

**RECORDED: 08/10/2018** 

[Schedule I to Trademark Security Agreement]