

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acrisure, LLC		06/30/2017	Limited Liability Company: MICHIGAN
FreedomCare Benefits, LLC		06/30/2017	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3977232	INSURING LIFE SCIENCE AS SCIENCE LOOKS F	
Registration Number:	2351436	AMERICAN KARTING & PARK ASSOCIATION, INC	
Registration Number:	3771069	LIDAC	
Registration Number:	5172219	EMPLOYER CHOICE	
Registration Number:	5172220	EMPLOYEE CHOICE	
Registration Number:	4771324	FREEDOMCARE	
Registration Number:	4771325	FREEDOMCARE	
Registration Number:	4771326		
Registration Number:	4758713	B	
Registration Number:	4758714	+	
Registration Number:	4758715	FREEDOMCARE+PLUS	
Registration Number:	4758716	FREEDOMCARE-BASIC	
Registration Number:	4857615	+PLUS	
Registration Number:	4843067	SELF DIRECTED INSURANCE TRUST	
Serial Number:	87480637	ACRISOURCE	
Serial Number:	87484619	ACRISURE	
Serial Number:	87484682		

OP \$490.00 3977232

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87486425	ACRISOURCE ACRISURE
Serial Number:	87488537	ACRISURE AGENCY PARTNER

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
Correspondent Name: Michael Violet
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:	07/21/2017

Total Attachments: 6
source=(Executed) Second Lien Trademark Security Agreement (Acrisure - June 2017)#page1.tif
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 30, 2017, by Acrisure, LLC, a Michigan limited liability company, and FreedomCare Benefits, LLC, a South Dakota limited liability company (each, a “**Grantor**”), in favor of Ares Capital Corporation, in its capacity as administrative agent pursuant to the Note Purchase Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to a Second 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 such 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 Note Purchase Agreement, each Grantor hereby agrees with the Administrative 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. Each 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 such Grantor:

(a) registered Trademarks and Trademark applications of such 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 each 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. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

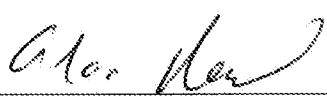
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

ACRISURE, LLC

By: 
Name: Adam C. Reed
Title: Senior Vice President

FREEDOMCARE BENEFITS, LLC

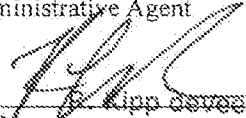
By: 
Name: Adam C. Reed
Title: Senior Vice President

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[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006110 FRAME: 0704

Ares Capital Corporation,
as Administrative Agent

By.  _____
Name: Clipp Cove
Authorized Signator
Title:

[Signature Page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Acrisure, LLC	U.S. Reg. No. 3,977,232	INSURING LIFE SCIENCE AS SCIENCE LOOKS FORWARD
Acrisure, LLC	U.S. Reg. No. 2,351,436	AMERICAN KARTING & PARK ASSOCIATION, INC
Acrisure, LLC	U.S. Reg. No. 3,771,069	LIDAC
Acrisure, LLC	U.S. Reg. No. 5,172,219	EMPLOYER CHOICE
Acrisure, LLC	U.S. Reg. No. 5,172,220	EMPLOYEE CHOICE
FreedomCare Benefits, LLC	U.S. Reg. No. 4,771,324	FREEDOMCARE
FreedomCare Benefits, LLC	U.S. Reg. No. 4,771,325	FREEDOMCARE
FreedomCare Benefits, LLC	U.S. Reg. No. 4,771,326	DESIGN ONLY
FreedomCare Benefits, LLC	U.S. Reg. No. 4,758,713	B
FreedomCare Benefits, LLC	U.S. Reg. No. 4,758,714	+
FreedomCare Benefits, LLC	U.S. Reg. No. 4,758,715	FREEDOMCARE+PLUS
FreedomCare Benefits, LLC	U.S. Reg. No. 4,758,716	FREEDOMCARE-BASIC
FreedomCare Benefits, LLC	U.S. Reg. No. 4,857,615	+PLUS
FreedomCare Benefits, LLC	U.S. Reg. No. 4,843,067	SELF DIRECTED INSURANCE TRUST

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Acrisure, LLC	U.S. Application Serial No. 87/480,637	ACRISOURCE

[Trademark Security Agreement]

TRADEMARK
REEL: 006110 FRAME: 0706

Acisure, LLC	U.S. Application Serial No. 87/484,619	ACRISURE
Acisure, LLC	U.S. Application Serial No. 87/484,682	DESIGN ONLY
Acisure, LLC	U.S. Application Serial No. 87/486,425	ACRISOURCE ACRISURE
Acisure, LLC	U.S. Application Serial No. 87/488,537	ACRISOURCE AGENCY PARTNER

[Trademark Security Agreement]