# OP \$65.00 3918235

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM508296

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		02/01/2019	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: 2**

Property Type	Number	Word Mark
Registration Number:	3918235	SURETEGRITY
Registration Number:	2763979	HNI RISK SERVICES

# **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:	02/01/2019	

## **Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of February 1, 2019, 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

By:

Name: Adam C. Reed

Title: Executive Vice President

14490945

[Signature Page to Trademark Security Agreement]

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

By:

Name: 77/4/07/19 /ZETTKEK &

Title: 41/7/04/250 049/584

[Signature Page to Trademark Security Agreement]

# Schedule I Trademark Registrations and Use Applications

Regist	<u>tratıons:</u>

REGISTRATION

OWNER NUMBER TRADEMARK

Acrisure, LLC U.S. Reg. No.

3,918,235 Suretegrity

Acrisure, LLC U.S. Reg. No.

2,763,979

HNI Risk Services

Applications:

**RECORDED: 02/01/2019** 

APPLICATION

OWNER NUMBER TRADEMARK

None.

[Schedule I to Trademark Security Agreement]