

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560866

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	First Lien Security Agreement
RESUBMIT DOCUMENT ID:	900530965

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acrisure MGA, LLC		01/13/2020	Limited Liability Company: MICHIGAN
Southwest Dealer Services, Inc.		01/13/2020	Corporation: CALIFORNIA

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: 6

Property Type	Number	Word Mark
Registration Number:	3043396	GREENWICH TRANSPORTATION UNDERWRITERS
Registration Number:	2993763	GTU
Registration Number:	4464761	KARR TRACK & RECOVERY
Registration Number:	4461077	KARR SECURITY SYSTEMS
Registration Number:	4464748	KARR
Registration Number:	4457623	THEFT CODE

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:	02/06/2020
Total Attachments: 4 source=[Executed] Trademark Security Agreement - January 2020 (Acrisure)#page1.tif source=[Executed] Trademark Security Agreement - January 2020 (Acrisure)#page2.tif source=[Executed] Trademark Security Agreement - January 2020 (Acrisure)#page3.tif source=[Executed] Trademark Security Agreement - January 2020 (Acrisure)#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 13, 2020, by Acrisure MGA, LLC, a Michigan limited liability company and Southwest Dealer Services, Inc., a California corporation (the “**Grantors**”), 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 Grantors are 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 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 Grantors 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. Grantors 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 Grantors:

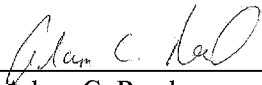
(a) registered Trademarks and Trademark applications of the Grantors, including those listed on Schedule I attached hereto.

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 Grantors 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.

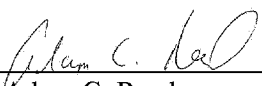
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security 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.

ACRISURE MGA, LLC,
a Michigan limited liability company


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

SOUTHWEST DEALER SERVICES, INC.,
a California corporation

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

15733323

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

By: 
Name: Nathan Wright
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006852 FRAME: 0587

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Acrisure MGA, LLC	U.S. Reg. No. 3,043,396	GREENWICH TRANSPORTATION UNDERWRITERS
Acrisure MGA, LLC	U.S. Reg. No. 2,993,763	GTU
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,464,761	KARR TRACK & RECOVERY
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,461,077	KARR SECURITY SYSTEMS
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,464,748	KARR
Southwest Dealer Services, Inc.	U.S. Reg. No. 4,457,623	THEFT CODE

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None.		

[Schedule I to Trademark Security Agreement]