

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406530

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acrisure, LLC		11/22/2016	Limited Liability Company: UNITED STATES
The Cima Companies, Inc., a Delaware corporation, as Pledgor		11/22/2016	Corporation: DELAWARE
RSI Insurance Brokers, Inc., a California corporation, as Pledgor		11/22/2016	Corporation: CALIFORNIA
Acrisure of California, LLC, a Michigan limited liability company, as Pledgor		11/22/2016	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3673585	ACRISURE
Registration Number:	3385082	C I S
Registration Number:	3388424	COMMERCIAL INSURANCE SOLUTIONS
Registration Number:	3388425	APARTMENT INSURANCE SOLUTIONS
Registration Number:	3638037	APARTMENT GUARD
Registration Number:	3642401	INSURANCE MINDS FOR REAL ESTATE MATTERS
Registration Number:	4197403	CIMA
Registration Number:	4142726	CIMAWORLD
Registration Number:	4201191	CIMA
Registration Number:	1958659	CIMA
Registration Number:	1397938	CIMA THE CIMA COMPANIES, INC.
Registration Number:	4480186	WINE SERGI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3826015	SOLUTIONS, NOT EXCUSES
Registration Number:	3654324	
Registration Number:	3819247	THE SIGNATURE GROUP OF COMPANIES INNOVAT
Registration Number:	3819246	THE SIGNATURE GROUP OF COMPANIES INNOVAT
Registration Number:	4147222	CARRIER'S CHOICE
Registration Number:	3188609	TIB TRANSPORTATION INSURANCE BROKERS
Registration Number:	4726538	RISK MANAGEMENT. SOLVED.
Registration Number:	3821088	CRIO FLOOD ADVANTAGE
Registration Number:	3698872	CRIO CONVERT RISK INTO OPPORTUNITY
Registration Number:	4057284	VAST
Registration Number:	3906679	PATRIOT RISK & INSURANCE SERVICES
Registration Number:	1282775	IRM
Registration Number:	1318546	INTERNATIONAL IRM
Registration Number:	4999212	OUR UNFAIR ADVANTAGE
Registration Number:	4296166	LIVING A BETTER LIFESTYLE
Registration Number:	4133153	LIVING A BETTER LIFESTYLE
Registration Number:	4009412	LBL INSURANCE SERVICES
Registration Number:	4340350	THE ESSENTIAL C.A.R.E. PROCESS
Registration Number:	3582967	SECURITY FIRST INSURANCE GROUP
Registration Number:	3475472	ALLEN LAWRENCE & ASSOCIATES, INC. INSURA
Registration Number:	2858892	WORKSITE PLUS
Registration Number:	2820763	ECI
Registration Number:	3099611	ECI
Registration Number:	2594230	THE LBL GROUP
Registration Number:	2597727	LBL
Registration Number:	2597728	LBL
Registration Number:	2658502	THE LBL GROUP
Registration Number:	4213267	J.C. TAYLOR INSURANCE
Registration Number:	2571139	J.C. TAYLOR
Registration Number:	2504143	DRIVE THROUGH TIME WITH PEACE OF MIND
Registration Number:	4480432	BXA TRUSTED ADVISORS BENEFITS EXCHANGE A
Serial Number:	86517242	FOR THE HEALTH OF YOUR BUSINESS
Serial Number:	86672057	MATCHING PEOPLE WITH BENEFITS
Serial Number:	86672073	BENEFITSMATCHMAKING

CORRESPONDENCE DATA

Fax Number: 80091442

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.

TRADEMARK

REEL: 005932 FRAME: 0480

Phone: 614-280-3568
Email: John.Salvage@wolterskluwer.com
Correspondent Name: CT Corporation System
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Ken Tan

SIGNATURE: /Ken Tan/

DATE SIGNED: 11/23/2016

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1) Acrisure, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company - Michigan

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 22, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: New York

Country: USA Zip: 11245

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 57320.0977

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____


- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Ken Tan

Name of Person Signing

11/22/2016

Date

Total number of pages including cover sheet, attachments, and document:

9

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
REEL: 005932 FRAME: 0482

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

- 2) The Cima Companies, Inc., a Delaware corporation, as Pledgor
Citizenship – Delaware
2750 Killarney Drive, Suite 202
Woodbridge, VA 22192-4124
- 3) RSI Insurance Brokers, Inc., a California corporation, as Pledgor
Citizenship – California
2801 Bristol Street, Suites 110 and 200
Costa Mesa, CA 92626
- 4) Acrisure of California, LLC, a Michigan limited liability company, as Pledgor
Citizenship – Michigan
5664 Prairie Creek Drive SE
Caledonia, MI 49316

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 22, 2016, by ACRISURE, LLC, a Michigan limited liability company, THE CIMA COMPANIES, INC., a Delaware corporation, RSI INSURANCE BROKERS, INC., a California corporation, and ACRISURE OF CALIFORNIA, LLC, a Michigan limited liability company (each, a “**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, each 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 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 Credit 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 such 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: David J. Tuit
Title: Chief Financial Officer

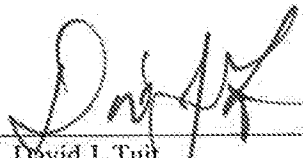
THE CIMA COMPANIES, INC.

By: 
Name: David J. Tuit
Title: Treasurer

RSI INSURANCE BROKERS, INC.

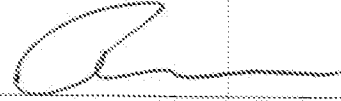
By: 
Name: David J. Tuit
Title: Treasurer

ACRISURE OF CALIFORNIA, LLC

By: 
Name: David J. Tuit
Title: Chief Financial Officer

JPMORGAN CHASE BANK, NA.,
as Administrative Agent

By:



Name: Timothy Rettberg
Title: Senior Underwriter

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005932 FRAME: 0487

Schedule I

Trademark Registrations

	Owner	Trademark	Registration Number	Registration Date	Jurisdiction
1.	Acrisure, LLC	ACRISURE	3673585	8/25/09	US
2.	Acrisure, LLC	CIS Logo	3385082	2/19/08	US
3.	Acrisure, LLC	COMMERCIAL INSURANCE SOLUTIONS	3388424	2/26/08	US
4.	Acrisure, LLC	APARTMENT INSURANCE SOLUTIONS	3388425	2/26/08	US
5.	Acrisure, LLC	APARTMENT GUARD	3638037	6/16/09	US
6.	Acrisure, LLC	INSURANCE MINDS FOR REAL ESTATE MATTERS	3642401	6/23/09	US
7.	The CIMA Companies, Inc.	CIMA Logo	4197403	8/28/12	US
8.	The CIMA Companies, Inc.	CIMAWORLD Logo	4142726	5/15/12	US
9.	The CIMA Companies, Inc.	CIMA Logo	4201191	9/4/12	US
10.	The CIMA Companies, Inc.	CIMA Logo	1958659	2/27/96	US
11.	The CIMA Companies, Inc.	CIMA THE CIMA COMPANIES, INC. Logo	1397938	6/17/86	US
12.	Acrisure, LLC	WINE SERGI Logo	4480186	2/11/14	US
13.	Acrisure, LLC	SOLUTIONS, NOT EXCUSES	3826015	7/27/10	US
14.	Acrisure, LLC	The Signature Group Design	3654324	7/14/09	US
15.	Acrisure, LLC	THE SIGNATURE GROUP OF COMPANIES INNOVATIVE SOLUTIONS FOR THE RISKS AND REWARDS OF LIFE Logo	3819247	7/13/10	US
16.	Acrisure, LLC	THE SIGNATURE GROUP OF COMPANIES INNOVATIVE SOLUTIONS FOR THE RISKS AND REWARDS OF LIFE Logo	3819246	7/13/10	US
17.	RSI Insurance Brokers, Inc.	CARRIER'S CHOICE	4147222	5/22/12	US
18.	Acrisure of California, LLC	TIB TRANSPORTATION INSURANCE BROKERS	3188609	12/26/06	US
19.	Acrisure, LLC	RISK MANAGEMENT. SOLVED.	4726538	4/28/15	US
20.	Acrisure, LLC	CRIO FLOOD ADVANTAGE	3821088	7/20/10	US
21.	Acrisure, LLC	CRIO CONVERT RISK INTO OPPORTUNITY	3698872	10/20/09	US
22.	Acrisure, LLC	VAST	4057284	11/15/11	US
23.	Acrisure of California, LLC	PATRIOT RISK & INSURANCE SERVICES**	3906679	1/18/11	US
24.	Acrisure, LLC	IRM	1282775	6/19/1984	US
25.	Acrisure, LLC	INTERNATIONAL IRM	1318546	2/5/1985	US

	Owner	Trademark	Registration Number	Registration Date	Jurisdiction
26.	Acrisure of California, LLC	OUR UNFAIR ADVANTAGE	4999212	7/12/2016	US
27.	Acrisure of California, LLC	LIVING A BETTER LIFESTYLE Logo	4296166	2/26/2013	US
28.	Acrisure of California, LLC	LIVING A BETTER LIFESTYLE	4133153	4/24/2012	US
29.	Acrisure of California, LLC	LBL INSURANCE SERVICES	4009412	8/9/2011	US
30.	Acrisure of California, LLC	THE ESSENTIAL C.A.R.E. PROCESS Logo	4340350	5/28/2013	US
31.	Acrisure, LLC	SECURITY FIRST INSURANCE GROUP	3582967	3/3/2009	US
32.	Acrisure of California, LLC	ALLEN LAWRENCE & ASSOCIATES, INC. INSURANCE BROKERS Logo	3475472	7/29/2008	US
33.	Acrisure, LLC	WORKSITE PLUS	2858892	6/29/2004	US
34.	Acrisure of California, LLC	ECI	2820763	3/9/2004	US
35.	Acrisure of California, LLC	ECI Logo	3099611	6/6/2006	US
36.	Acrisure of California, LLC	THE LBL GROUP	2594230	7/16/2002	US
37.	Acrisure of California, LLC	LBL Logo	2597727	7/23/2002	US
38.	Acrisure of California, LLC	LBL	2597728	7/23/2002	US
39.	Acrisure of California, LLC	THE LBL GROUP	2658502	12/10/2002 (collective membership)	US
40.	Acrisure, LLC	J.C. Taylor Insurance	4213267	09/25/12	U.S.
41.	Acrisure, LLC	J.C. Taylor	2571139	05/21/02	U.S.
42.	Acrisure, LLC	Drive Through Time with Peace of Mind	2504143	11/06/01	U.S.
43.	Acrisure, LLC	BXA TRUSTED ADVISORS BENEFITS EXCHANGE ALLIANCE	4480432	02/11/14	U.S.

** This trademark has been assigned by Patriot Risk and Insurance Services, Inc. to Acrisure of California, LLC, but the assignment has not yet been recorded with the U.S. Patent and Trademark Office due to the dispute over the trademark's validity. The assignment is anticipated to be filed when the dispute is resolved. The invalidity or cancellation of this trademark could not reasonably be expected to result in a Material Adverse Effect. These trademarks are not material to the Company's business.

Trademark / Patent Applications¹

	Owner	Trademark	Registration Number	Filing Date	Jurisdiction
1.	Acrisure, LLC	FOR THE HEALTH OF YOUR BUSINESS	86/517242	1/28/15	U.S.
2.	Acrisure, LLC	MATCHING PEOPLE WITH BENEFITS	86/672,057	06/23/15	U.S.
3.	Acrisure, LLC	BENEFITSMATCHMAKING	86/672,073	06/23/15	U.S.

¹ All trademark applications listed are pending ITU applications.