

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hagerty Insurance Agency, LLC		01/02/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Hagerty Group, LLC
Street Address:	141 River's Edge Drive
Internal Address:	#200
City:	Traverse City
State/Country:	MICHIGAN
Postal Code:	49684-1303
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2414044	HAGERTY CLASSIC INSURANCE
Registration Number:	2414043	HAGERTY CLASSIC INSURANCE
Registration Number:	2570261	HAGERTY. THE FUTURE OF INSURANCE FOR CARS OF THE PAST.
Registration Number:	2814153	HAGERTY
Registration Number:	2866532	COLLECT. PROTECT. RELAX.
Registration Number:	3031754	HAGERTY TOTAL PROTECTION
Registration Number:	3054329	GREEN SCENES
Registration Number:	3103048	HAGERTY COLLECTOR CAR INSURANCE
Registration Number:	3119477	BLOCK SHOT
Registration Number:	3116001	HAGERTY COLLECTOR BOAT INSURANCE
Registration Number:	3125672	HAGERTY COLLECTOR CAR & BOAT INSURANCE
Registration Number:	3448964	SMART COLLECTING SEMINAR SERIES

CH \$390.00 2414044

Registration Number:	3453596	HAGERTY DAWN PATROL 2007
Registration Number:	3504280	HAGERTY'S THE VOICE OF THE COLLECTOR CAR COMMUNITY
Registration Number:	3724455	HAGERTY

CORRESPONDENCE DATA

Fax Number: (312)321-4299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: officeactions@brinkshofer.com
 Correspondent Name: Andrew J. Avsec
 Address Line 1: P.O. Box 10395
 Address Line 4: Chicago, ILLINOIS 60610

ATTORNEY DOCKET NUMBER:	13724/51
NAME OF SUBMITTER:	Andrew J. Avsec
Signature:	/Andrew J. Avsec/
Date:	07/29/2010

Total Attachments: 5
 source=HIA to THG FINAL Assignment_1#page1.tif
 source=HIA to THG FINAL Assignment_1#page2.tif
 source=HIA to THG FINAL Assignment_1#page3.tif
 source=HIA to THG FINAL Assignment_1#page4.tif
 source=HIA to THG FINAL Assignment_1#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of January 2, 2010 (the "Assignment"), between Hagerty Insurance Agency, LLC, a Delaware limited liability company (the "Assignor"), and The Hagerty Group, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor is the owner of the trademark(s)/servicemark(s) and the applications and registrations therefor set forth on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, the Assignee desires to acquire all right, title and interest in the Trademarks and the goodwill appurtenant thereto; and

WHEREAS, the Assignor desires to convey to Assignee all right, title and interest in the Trademarks and the goodwill appurtenant thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill appurtenant thereto.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Trademarks assigned hereunder, will be held and enjoyed by the Assignee and its successors and assigns.
3. Further Assurances. The Assignor agrees to execute or arrange for execution such further documents as may be required to perfect the Assignee's ownership of or title to the Trademarks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in and to the Trademarks.
5. Governing Law. This Assignment has been executed in the State of Michigan, and the parties agree that this Assignment shall be interpreted in accordance with and governed by the laws of the state of Michigan, without regard to its conflicts of laws principles, except to the extent U.S. federal law applies.
6. Successors and Assigns. This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Modification. This Assignment may not be modified or amended, except by a written agreement signed each party hereto.

8. Counterparts. This Assignment may be executed in counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be an original as against any party whose signature appears thereon and which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

HAGERTY INSURANCE AGENCY, LLC

By: McKeel O Hagerty
Name: McKeel O Hagerty
Title: Co-Chief Executive Officer

STATE OF Michigan)
)
COUNTY OF Grand Traverse)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared McKeel O Hagerty, to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he/she is the Co-CEO of Hagerty Insurance Agency, LLC, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

January 31, 2013
My Commission Expires

Amry L. Goss
Notary Public

Amry L. Goss, Notary Public
State of Michigan, County of Grand Traverse
My Commission Expires 1/31/2013
Acting in the County of Grand Traverse

ACCEPTED:

THE HAGERTY GROUP, LLC

By: McKeel O Hagerty
Name: McKeel O Hagerty
Title: Co-Chief Executive Officer

STATE OF Michigan)
)
COUNTY OF Grand Traverse

On this ____ day of _____, 2010, before me, a Notary Public, personally appeared McKeel O Hagerty to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he/she is the Co-CEO of The Hagerty Group, LLC, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

January 31, 2013
My Commission Expires

[Signature]
Notary Public

Amy L. Goss, Notary Public
State of Michigan, County of Grand Traverse
My Commission Expires 1/31/2013
Acting in the County of <u>Grand Traverse</u>

SCHEDULE A
Trademarks

Trademark	Jurisdiction	Date of Application	Registration/Application Number	Classes
"Hagerty Classic Insurance and Design"	US	12/19/2000	2,414,044	36
"Hagerty Classic Insurance and Design"	US	12/19/2000	2,414,043	36
"Hagerty. The Future of Insurance for Cars of the Past."	US	5/14/2002	2,570,261	36
"Hagerty and Design"	US	2/10/2004	2,814,153	36
"Collect.Protect.Relax."	US	7/27/2004	2,866,532	36
"Hagerty Total Protection and Design"	US	12/20/2005	3,031,754	36
"Green Scenes"	US	1/31/2006	3,054,329	16
"Hagerty Collector Car Insurance and Design"	US	6/13/2006	3,103,048	36
"Block Shot"	US	7/25/2006	3,119,477	16
"Hagerty Collector Boat Insurance and Design"	US	7/18/2006	3,116,001	36
"Hagerty Collector Car & Boat Insurance & Design"	US	8/8/2006	3,125,672	36
"Smart Collecting Seminar Series"	US	6/17/2008	3,448,964	41
"Hagerty Dawn Patrol 2007 and Design"	US	6/24/2008	3,453,596	35
"Hagerty's the Voice of the Collector Car Community"	US	9/23/2008	3,504,280	16
"Hagerty International Limited"	US	12/19/2006	77/067,174	36
"Hagerty"	US	10/22/2008	3,724,455	16, 35, 36, 41