

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/02/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	HagertyPlus, LLC		07/26/2010
			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: 2			
	Property Type	Number	Word Mark
	Registration Number:	2779514	HAGERTYPLUS
	Serial Number:	77545709	HAGERTY +PLUS
CORRESPONDENCE DATA			
Fax Number:	(312)321-4299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

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**TRADEMARK
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Signature:	/Andrew J. Avsec/
Date:	07/29/2010
Total Attachments: 5 source=Hagerty Plus, LLC. FINAL TM Assignment#page1.tif source=Hagerty Plus, LLC. FINAL TM Assignment#page2.tif source=Hagerty Plus, LLC. FINAL TM Assignment#page3.tif source=Hagerty Plus, LLC. FINAL TM Assignment#page4.tif source=Hagerty Plus, LLC. FINAL TM Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT *nunc pro tunc*, effective as of January 2, 2010 (the "Assignment"), between HagertyPlus, 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;

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

WHEREAS, this assignment corrects and replaces the assignment dated as of January 2, 2010, which incorrectly identified the Assignor as a Michigan limited liability company and corrects and replaces the schedule attached hereto as Schedule A;

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.

HAGERTYPLUS, LLC

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

STATE OF Michigan
COUNTY OF Grand Traverse

On this 26 day of July, 2010, before me, a Notary Public, personally appeared McKeel 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 HagertyPlus, LLC, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Karen B Gredlein
Notary Public

09/09/2015
My Commission Expires

Karen B. Gredlein, Notary Public
State of Michigan, County of Antrim
My Commission Expires 8/9/2015
Acting in the County of Grand Traverse

ACCEPTED:

THE HAGERTY GROUP, LLC

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

STATE OF Michigan)
COUNTY OF Grand Traverse

On this 26 day of July, 2010, before me, a Notary Public, personally appeared McKeel 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.

Karen B. Gredlein
Notary Public

09/09/2015
My Commission Expires

Karen B. Gredlein, Notary Public
State of Michigan, County of Antrim
My Commission Expires 9/9/2015.
Acting in the County of Grand Traverse

SCHEDULE A
Trademarks

Trademark	Jurisdiction	Date of Registration/Application	Registration/Application Number	Classes
"Hagerty Plus and Design"	US	8/13/2008	77/545,709	35, 39
"Hagerty Plus" in standard character format	US	11/4/2003	2,779,514	41
"Fuel for the Motoring Lifestyle"	Community Trademark	12/12/2008	7459571	16, 37, 39, 41, 45
"Fuel for the Motoring Lifestyle"	Canada	12/12/2008	1,421,705	N/A