

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keenan Holdings, Inc.		07/28/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Keenan Insurance Management Group, Inc.		
Street Address:	316 California Avenue, Suite 201		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89509		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85429296	PROVEN	
Registration Number:	4142539	PROVEN	
CORRESPONDENCE DATA			
Fax Number:	9165038706		
<i>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.</i>			
Phone:	916-503-4902		
Email:	salexander@spilcgroup.com		
Correspondent Name:	Richard W. Keenan		
Address Line 1:	2701 Citrus Road, Suite A		
Address Line 4:	Rancho Cordova, CALIFORNIA 95742		
NAME OF SUBMITTER:	Richard W. Keenan		
SIGNATURE:	/Richard W. Keenan/		
DATE SIGNED:	07/29/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

DATE: July 28, 2014

ASSIGNOR: Keenan Holdings, Inc., 316 California Ave, Suite 201, Reno, NV 89509

ASSIGNEE: Keenan Insurance Management Group, Inc., 316 California Ave., Suite 201, Reno, NV 89509

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Proven	85429296	September 22, 2011


Assignor is the owner of the aforementioned trademark for which an application is now pending in the United States Patent and Trademark Office, and Assignee, a Nevada corporation, is desirous of acquiring said trademark.

For good and valuable consideration, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark and said application therefor, together with the goodwill symbolized by said trademark, and the application to register said trademark.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the applications for registration set forth above to Assignee as assignee of Assignor's entire right, title and interest therein.

ASSIGNOR

Keenan Holdings, Inc.


By Jerry L. Keenan
Its: President

ACKNOWLEDGMENT

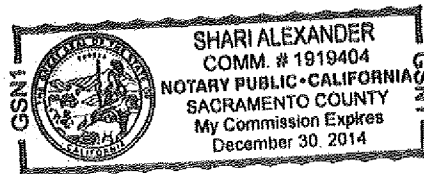
State of California
County of Sacramento

On July 28, 2014 before me, Shari Alexander, Notary Public, personally appeared Jerry L. Keenan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shari Alexander (Seal)



INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment" or "Agreement") is by and between Keenan Insurance Management Group, Inc. (the "Assignee"), and Keenan Holdings, Inc., a corporation formed in accordance with the laws of Nevada (the "Assignor").

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property, together with the goodwill of the business connected with and symbolized by the trademarks, services marks, trade names, domain names, and software, including, but not limited to the name "Proven", the domain name "proveninsurance.com" and all other variations thereof (hereinafter "Intellectual Property" or "IP");

WHEREAS, Assignor and Assignee reached an agreement embodied in this Agreement for the transfer of all intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. **Transfer to Assignee.** Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Intellectual Property in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Intellectual Property (including, without limitation, the right to renew any registrations included in the Intellectual Property, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Intellectual Property, and any priority right that may arise from the Intellectual Property), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. **Authorization to Assign.** Assignor verifies that it has the authority to transfer and assign all Intellectual Property. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Intellectual Property.

3. **Payment.** As consideration for the Assignment, Assignee shall pay to Assignor One Thousand Dollars (\$1,000.00) upon the signing of this Agreement.

4. **Representations and Warranties of Assignor.** Assignor represents and warrants that it owns valid and subsisting rights in the Intellectual Property and the Intellectual Property is capable of being assigned to Assignee. Assignor knows of no adverse claims of ownership to the Intellectual Property or of any existing state of facts that would support a claim that use by Assignee of the Intellectual Property anywhere in the world infringes or otherwise violates any trademark right of any other person. Assignor has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

5. **Fees and Expenses.** Each party will pay all costs and expenses, including its attorney fees and expenses, incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated in this Agreement.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the subject matter herein.

7. **Waivers and Amendments.** This Agreement shall not be modified except upon written agreement of the parties hereto. All amendments and other modifications hereof shall be in writing and signed by each of the parties hereto. The delay or failure by any party to insist, in any one instance or more, upon strict performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect. All rights and remedies are cumulative.

8. **Representation.** Each party acknowledges and agrees that (i) such party has been represented in the negotiations for and in the preparation of this Agreement by counsel of such party's own choosing, or that after being advised to obtain counsel, such party has chosen not to obtain counsel, (ii) such party has read this Agreement, and (iii) such party is fully aware of the contents and legal effects of this Agreement.

9. **Survival.** All representations, warranties, covenants, and agreements of the parties contained in this Agreement, or in any instrument, certificate, opinion, or other writing provided for in it, will survive the closing.

10. **Governing Law.** This Agreement shall be governed, construed and interpreted according to the internal laws of the State of Nevada, excluding any choice of law rules.

11. **Severability.** The unenforceability or invalidity of any article, section, subsection or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, none of which need contain the signature of more than one party hereto and each of which shall be deemed to be an original, and all of which together shall constitute a single agreement.

13. **Execution of Documents.** The parties will execute and deliver any and all documents necessary to transfer, assign, cancel, revoke, and amend, any of the intellectual property contemplated herein this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of July 28, 2014.

ASSIGNEE KEENAN INSURANCE MANAGEMENT
GROUP, INC.



By: Jerry L. Keenan, President

ASSIGNOR KEENAN HOLDINGS, INC.



By: Jerry L. Keenan, President