

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Concepts, LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Victor O. Schinnerer & Company, Inc.		
Street Address:	Two Wisconsin Circle		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3975960	SEAFIRE INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	58005-00123		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	12/16/2014		
Total Attachments: 6			
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**ASSIGNMENT OF
INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of December 16, 2014, by and among PREFERRED CONCEPTS, LLC, a New York limited liability company (the "Assignor"), VICTOR O. SCHINNERER & COMPANY, INC., a Delaware corporation (the "Assignee") and SEAGULL SELLER REPRESENTATIVE, LLC, a Delaware limited liability company (the "Seller Representative").

RECITALS

A. The Assignor, the Assignee, Seafire Insurance Services, LLC, a Delaware limited liability company, Preferred Concepts Holdings, LLC, a Delaware limited liability company, Chris Reeves, Scott Hoy, Dennis Kane and the Seller Representative have entered into that certain Asset Purchase Agreement, dated as of November 24, 2014 (the "Purchase Agreement"), pursuant to which the Assignor and Seafire Insurance Services, LLC have agreed to sell and the Assignee has agreed to purchase the Acquired Assets. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. The Assignor desires to assign all of its right, title, and interest in and to the Business Intellectual Property, as set forth in Exhibit A hereto, to the Assignee.

AGREEMENT

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

1. The Assignor does hereby irrevocably sell, transfer, convey, assign, grant, set over and deliver to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title, and interest, direct or indirect, in and to the Business Intellectual Property, free and clear of all Liens (other than Permitted Liens), the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Business Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of the Assignee and the Assignee's successors, assigns, designees, nominees and other legal representatives.

2. The Assignor shall execute all documents and provide any assistance as reasonably requested by the Assignee to evidence, perfect or effectuate the Assignee's title to the Business Intellectual Property.

3. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any application for patent, copyright, trademark or other analogous protection or

other documents regarding any legal protection relating to any Business Intellectual Property for any other reason whatsoever, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by the Assignor.

4. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor, the Assignee or the Seller Representative arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Acquired Assets. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


6. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

7. This Assignment may be executed in one or more counterparts, including electronic transmission or facsimile counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SEAGULL SELLER REPRESENTATIVE, LLC

By: 
Name: Stuart Farber
Title: Seller Representative

ASSIGNEE:

VICTOR O. SCHINNERER & COMPANY, INC.

By: 
Name: Robert D. Bittel
Title: CO

ASSIGNOR:

PREFERRED CONCEPTS, LLC

By: 

Name: Stuart Farber
Title: President

EXHIBIT A

Business Intellectual Property

SEAFIRE INSURANCE U.S. Trademark:

Serial Number: 85-081,958

Registration Number: 3,975,960

Web domain name:

www.seafireinsurance.com

Database Content and Certain Documentation:

1. Any and all database content of the Business;
2. All rights to work product, documentation and other information relating to the strategy, communications, finances, and potential design and initiation of all prospective programs and programs under development for the Business, including, without limitation, any and all truck dealer programs, in each case, of or relating to the Business.