

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PGIA Holdings, LLC		05/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Confie Seguros Holding II Co.		
Street Address:	7711 Center Avenue, Suite 200		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92647		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4481652	PERSONABLE	
Registration Number:	4518233		
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	Attn: Hayley Smith Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35173-311		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	12/30/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is effective as of May 12, 2014, by PGIA Holdings, LLC, a Delaware limited liability company ("*Assignor*") in favor of Confie Seguros Holding II Co., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "*Marks*");

WHEREAS, Assignor and Assignee are parties to the Stock Purchase Agreement dated May 12, 2014 (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain stock from Assignor;

WHEREAS, as a result of the transactions contemplated by the Purchase Agreement, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment, at Assignee's (or its successors', assigns' or legal representatives') cost.

3. Assignor will not execute any agreement in conflict with this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
5. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

PGIA Holdings, LLC

By: _____

Name: Andy Swindall

Title: President and Chief Executive Officer

Schedule A
to Trademark Assignment

Trademark	Country	Reg. No.	Reg. Date
PERSONABLE	US	4,481,652	February 11, 2014
(;	US	4,518,233	April 22, 2014