

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commercial Insurance Group, Inc.		01/16/2015	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	SRA INSURANCE AGENCY, LLC		
Street Address:	200 COLONIAL PARKWAY, SUITE 150		
City:	LAKE MARY		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4665010	CHAPPLE INSURANCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	mwilkes@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Meredith M. Wilkes		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	049019-600001		
NAME OF SUBMITTER:	Meredith M. Wilkes		
SIGNATURE:	/Meredith M. Wilkes/		
DATE SIGNED:	01/29/2015		
Total Attachments: 6			
source=Trademark Assignment Agreement#page1.tif			
source=Trademark Assignment Agreement#page2.tif			
source=Trademark Assignment Agreement#page3.tif			

CH \$40.00 4665010

source=Trademark Assignment Agreement#page4.tif
source=Trademark Assignment Agreement#page5.tif
source=Trademark Assignment Agreement#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of January 16, 2015, is made by **COMMERCIAL INSURANCE GROUP, INC.** (“Seller”), a Kansas corporation located at 9435 East Central, Building 100, Wichita, Kansas 67206, in favor of **SRA INSURANCE AGENCY, LLC** (“Buyer”), a Kansas limited liability company, located at 200 Colonial Parkway, Suite 150, Lake Mary, Florida 32746, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”). Buyer and Seller are sometimes referred to in this Trademark Assignment individually as a “Party” and collectively as the “Parties”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark(s) is/are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

SRA INSURANCE GROUP, LLC



By: _____
Name: Dean Curtis
Title Senior Vice President

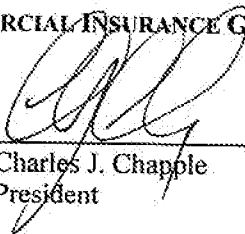
*Buyer's Signature Page to
Trademark Assignment Agreement*

**TRADEMARK
REEL: 005448 FRAME: 0765**

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

COMMERCIAL INSURANCE GROUP, INC.:

By: 
Name: Charles J. Chapple
Title: President

*Seller's Signature Page to
Trademark Assignment Agreement*

**SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS**

*Schedule 1 to
Trademark Assignment Agreement*

United States of America

United States Patent and Trademark Office

CHAPPLE INSURANCE GROUP

Reg. No. 4,665,010

COMMERCIAL INSURANCE GROUP, INC. (KANSAS CORPORATION)
9435 E CENTRAL AVE SUITE 100
WICHITA, KS 67206

Registered Dec. 30, 2014

Int. Cl.: 36

FOR: INSURANCE CONSULTANCY SERVICES, NAMELY, PROVIDING ADVICE IN THE FIELD OF PROPERTY AND CASUALTY INSURANCE, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 9-1-2013; IN COMMERCE 9-1-2013.

SUPPLEMENTAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INSURANCE GROUP", APART FROM THE MARK AS SHOWN.

SER. NO. 86-178,745, FILED P.R. 1-29-2014; AM. S.R. 10-7-2014.

FLORENTINA BLANDU, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office