

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335653

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health at Work Wellness Actuaries LLC		03/03/2015	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intersections Insurance Services Inc.		
<b>Street Address:</b>	3901 Stonecroft Boulevard		
<b>City:</b>	Chantilly		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20151		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86368938	FOUR POWERS	
<b>Serial Number:</b>	86368940	DOSE VALUE	
<b>Serial Number:</b>	86368859	BRATLAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<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>			
<b>Phone:</b>	313 368-4000		
<b>Email:</b>	ch.tm@dlapiper.com, jennifer.lacroix@dlapiper.com, michelle.foy@dlapiper.com		
<b>Correspondent Name:</b>	Jennifer E. Lacroix, DLA Piper LLP (US)		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	363238.000035		
<b>NAME OF SUBMITTER:</b>	Jennifer E. Lacroix		
<b>SIGNATURE:</b>	/Jennifer E. Lacroix/		
<b>DATE SIGNED:</b>	03/19/2015		
<b>Total Attachments: 5</b>			
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**IP ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT**

This IP ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT (this “Agreement”), made and entered into as of March 3, 2015 (the “Effective Date”), by and between Health at Work Wellness Actuaries LLC, an Illinois limited liability company, having a principal place of business at 405 North Wabash, Suite 5009, Chicago, Illinois 60611 (“Assignor”), and Intersections Insurance Services Inc., an Illinois corporation, having a principal place of business at 3901 Stonecroft Boulevard, Chantilly, Virginia 20151 (“Assignee”). Each of Assignee and Assignor may be referred to herein as a “Party” and together as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Assignor is the current owner of the entire right, title, and interest in and to the intellectual property listed on **Schedule A** attached hereto (collectively, the “Intellectual Property Assets”); and

**WHEREAS**, Assignor has agreed to convey, assign, transfer and deliver to Assignee and its successors and assigns, and Assignee has agreed to acquire, assume and accept, all of Assignor’s right, title and interest in, to and under the Intellectual Property Assets.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.**

Assignor does hereby sell, contribute, assign, and transfer to Assignee any and all of Assignor’s worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee’s own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignor if this assignment had not been made.

2. **Further Assurances.**

(a) Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any (i) applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and (ii) domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

(b) To effectuate the assignment of the domain names included in the Intellectual Property Assets, Assignor agrees to take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. These actions may include, but are not limited to, promptly: (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignor agrees to retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

3. **Execution.** This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

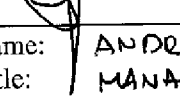
5. **Amendment and Waiver.** The provisions of this Agreement may be amended and waived only with the prior written consent of Assignor and Assignee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective legal representatives and successors.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

**HEALTH AT WORK WELLNESS  
ACTUARIES LLC**

By:   
Name: ANDREW SYKES  
Title: MANAGER

**INTERSECTIONS INSURANCE SERVICES  
INC.**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to IP Assignment and Domain Name Transfer Agreement]

**TRADEMARK**


**REEL: 005481 FRAME: 0894**

IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

**HEALTH AT WORK WELLNESS  
ACTUARIES LLC**

By: \_\_\_\_\_  
Name:  
Title:

**INTERSECTIONS INSURANCE SERVICES  
INC.**

By:   
Name: Michael R. Stanfield  
Title: President

**SCHEDULE A**

**Trademark Applications**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class(es)</b>
FOUR POWERS	86368938	08/18/2014	N/A	N/A	35
DOSE VALUE	86368940	08/18/2014	N/A	N/A	35
BRATLAB	86368859	08/17/2014	N/A	N/A	35

**Domain Names**

<b><u>Domain name</u></b>	<b><u>Expiration Date</u></b>
bankablewellness.com	2/2/22
engagementatwork.com	5/9/15
finfitnessatwork.com	1/28/19
habitsatwork.com	6/9/18
healthatschool.com	6/18/15
healthatschool.info	6/27/19
healthatschool.mobi	6/27/19
healthatschool.us	6/26/19
healthatwork.co	5/21/16
healthatworkbank.com	5/8/21
healthbutlers.com	9/12/18
healthiestbank.com	5/8/15
healthmissionbank.com	5/8/15
healthpreferred.com	9/17/18
healthpreferred.org	9/17/18