

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAB Robins Trademark, LLC		01/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cunningham Lindsey IP Holdings & Services Limited		
Street Address:	Infinity House, South County Business Park		
Internal Address:	Leopardstown		
City:	Dublin 18		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1716471	GAB	
Registration Number:	1897730	GAB	
Registration Number:	1899178	GAB ROBINS	
Registration Number:	1897729	ROBINS	
Registration Number:	3446779	EYE ADVISOR	
Registration Number:	0940721	GAB	
CORRESPONDENCE DATA			
Fax Number:	2142105941		
<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:	214-210-5940		
Email:	docket@grspc.com		
Correspondent Name:	Schultz & Associates, P.C.		
Address Line 1:	5400 LBJ Freeway		
Address Line 2:	Suite 1200		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	27831.0101		
DOMESTIC REPRESENTATIVE			
Name:	Cunningham Lindsey U.S., Inc.		

OP \$165.00 1716471

Address Line 1: 1920 Highland Ave.
Address Line 2: Suite 333
Address Line 4: Lombard, ILLINOIS 60148

NAME OF SUBMITTER: George R. Schultz

SIGNATURE: /george r. schultz/

DATE SIGNED: 03/25/2015

Total Attachments: 7
source=GAB Robins Trademark Purchase and Assignment Agreement (Executed) (1.1.14)#page1.tif
source=GAB Robins Trademark Purchase and Assignment Agreement (Executed) (1.1.14)#page2.tif
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GAB ROBINS TRADEMARK, LLC
NORTH AMERICAN TRADEMARK
PURCHASE AND ASSIGNMENT AGREEMENT

This, NORTH AMERICAN TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT, dated as of January 1, 2014 (the "Agreement"), is by and among GAB Robins Trademark, LLC, a Delaware limited liability company ("Assignor"), and Cunningham Lindsey IP Holdings & Services Limited, a company organized under the laws of Ireland ("Assignee"). Assignor and Assignee are referred to herein collectively as "Parties" and each individually as "Party."

WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated as of January 1, 2011, by and among Cunningham Lindsey U.S. Inc., a Texas corporation ("Cunningham Lindsey"), GAB North America Inc., a Delaware corporation ("GAB Robins"), and Brera GAB International Holdings, LLC, a Delaware limited liability company (the "Asset Purchase Agreement"), Cunningham Lindsey acquired certain assets of GAB Robins as more fully detailed in the Asset Purchase Agreement; and

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A hereto (the "North American Marks"); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement and a separate Purchase Agreement dated October 1, 2010, by and among GAB Robins, GAB Robins Risk Management Services, Inc., Gallagher Bassett Services, Inc. ("Gallagher Bassett"), and Arthur J. Gallagher & Co, and two related Trademark License Agreements entered into by Assignor with (1) Cunningham Lindsey, and (2) Gallagher Bassett, dated, respectively, (1) January 1, 2011, and (2) October 1, 2010, Cunningham Lindsey submitted the highest offer to purchase all right, title and interest of Assignor in and to the North American Marks, including any goodwill associated with the Marks; and

WHEREAS, Assignor desires to assign and sell, and Assignee desires to acquire and purchase, all of Assignor's right, title and interest in and to the North American Marks; and

WHEREAS, the Parties acknowledge that as consideration for the sale and assignment of the North American Marks granted hereunder Assignee has agreed to pay Assignor the sum of One Thousand and One Dollars (\$1,001.00);

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

1. Sale and Assignment of North American Marks. Assignor does hereby irrevocably sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the North American Marks, and all registrations, applications therefore and renewals and extensions of the foregoing, and all goodwill associated therewith, and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the North American Marks, including without limitation the right to compromise, sue for and collect such profits and damages (collectively,

such North American Marks, rights, interests, claims and demands, the "North American Rights"; the same to be held and enjoyed, without limitation, by Assignee and its successors and assigns or their legal representatives.

2. Consideration. In exchange for the foregoing, Assignee agrees to pay, and Assignor agrees to accept, the total sum of One Thousand and One Dollars (\$1,001.00), payable within thirty (30) days of full execution of the within Agreement, by check made payable to "GAB Robins North America, Inc."

3. Further Assurances. As required to effect the purposes of the Agreement and as requested by Assignee, Assignor shall execute and deliver to Assignee or its representatives such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to transfer, confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purpose of this Agreement, including execution and delivery of all documents that may be prepared by Assignee necessary to transfer and record, in the name of Assignee, title to the North American Marks.

4. License Agreement. In recognition of GAB Robins' continued efforts to wrap up and wind down its corporate affairs and obligations, leading ultimately and eventually to a formal dissolution of its corporate existence, Assignee agrees, for the sum of \$1.00, to grant to GAB Robins a non-transferable, non-sublicensable paid-up and royalty-free license to use the North American Marks for the sole purpose of meeting its obligations to wrap up and wind down its corporate affairs and obligations. For the avoidance of doubt, GAB Robins shall, as a limited licensee, be permitted to continue to use the North American Marks solely for the purpose of addressing any ongoing legal, tax, corporate, regulatory, government, contractual, or other obligations or requirements, and shall not otherwise use, or allow others to use, the North American Marks in commerce. This license agreement shall commence on the date first written above and terminate as of December 31, 2016.

5. Miscellaneous.

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, with respect thereto, including any existing license agreement related to the North American Marks.

5.2 Prior License Agreements. Any prior License Agreement related to the North American Marks entered into by Assignor and any other person or entity is hereby revoked and terminated.

5.3 Indemnification. Assignor agrees to hold harmless and indemnify GAB Robins and Assignee with respect to any tax or regulatory costs or liabilities associated with the sale, conveyance, assignment, transfer, delivery or subsequent use of the North American Marks.

5.4 Severability. If any part of this Agreement (including any one or more of the provisions of this Agreement or any sub-section or paragraph or any part of one or more of these

provisions) (the “Offending Provision”) is at any time held to be or becomes invalid, illegal, void or otherwise unenforceable for any reason in any jurisdiction under any law, the Offending Provision shall be deemed omitted from this Agreement and the validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission in such jurisdiction or in any other jurisdiction. The Parties agree to substitute if possible for such Offending Provision a new provision that serves the purpose of the Offending Provision to the fullest possible enforceable valid and legal extent.

5.5 Amendment; Waivers. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by either of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

5.6 No Agency. Assignor and Assignee are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

5.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall be one and the same instrument. Facsimile or electronic signature pages shall be deemed valid.

5.8 No Third-Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement shall confer any rights upon any person other than the Parties and their respective successors and assigns.

5.9 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

5.10 Authorized Representatives. Each of the signatories to this Agreement represents and warrants that he/she is duly authorized to sign on behalf of and bind the Party for which his/her signature is associated and that said Party agrees to be bound by the terms and conditions of the Agreement.

5.11 Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or by certified mail to the Party for whom intended, at the address for such Party set forth below (or at such other address for a Party as shall be specified by like notice, provided, however, that any notice of change of address shall be effective only upon receipt), and the Parties also agree to accept electronic mail as a valid notice, provided that the Party to whom the communication is sent acknowledges and confirms receipt of the same:

If to Assignor, to:

GAB Robins Trademark, LLC

P.O. Box 5477
Parsippany, NJ 07054

with a copy to:

Harry M. Baumgartner
Bressler, Amery & Ross, P.C.
325 Columbia Turnpike
Florham Park, NJ 07932
Telephone: (973) 966-9675
hbaumgartner@bressler.com

If to Assignee, to:

Cunningham Lindsey IP Holdings & Services Limited

Infinity House, South County Business Park
Leopardstown, Dublin 18
Ireland
Attn: Elizabeth Tubb

with a copy to:

Daniel S. Schulz
Cunningham Lindsey U.S. Inc.
1920 Highland Ave., Suite 333
Lombard, IL 60148
Telephone: (630) 678-8120
dsschulz@cl-na.com

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GAB ROBINS TRADEMARK, LLC

By: _____

Name: Edward Grabowiecki

Title: Authorized Signatory

**CUNNINGHAM LINDSEY IP HOLDINGS &
SERVICES LIMITED**

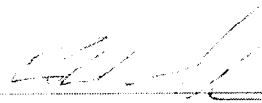
By:  _____

Name: Elizabeth Tubb

Title: Director

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GAB ROBINS TRADEMARK, LLC

By:  _____

Name: Edward Grabowiccki

Title: Authorized Signatory

**CUNNINGHAM LINDSEY IP HOLDINGS &
SERVICES LIMITED**

By: _____

Name: Elizabeth Tubb

Title: Director

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Record Owner</u>	<u>Status</u>	<u>Renewal Date</u>
United States	EYE ADVISOR & Globe Logo	3446779 (78839613)	6/10/2008 (3/17/2006)	GAB Robins Trademark, LLC	Registered	6/10/2018
United States	GAB (Word)	1716471 (74234119)	9/15/1992 (12/30/1991)	GAB Robins Trademark, LLC	Registered	3/22/2022
United States	GAB & Globe (Logo)	1897730 (74434385)	6/6/1995 (9/9/1993)	GAB Robins Trademark, LLC	Registered	6/6/2015
United States	GAB ROBINS & Globe (Logo)	1899178 (74434384)	6/13/1995 (9/9/1993)	GAB Robins Trademark, LLC	Registered	6/13/2015
United States	ROBINS & Globe (Logo)	1897729 (74434383)	6/6/1995 (9/9/1993)	GAB Robins Trademark, LLC	Registered	6/6/2015
United States	GAB (letters stylized)	940721 (72363167)	8/8/1972 (6/19/1970)	GAB Robins Trademark, LLC	Expired (historic use)	Expired 8/8/2012 (cannot renew)
Canada	EYE ADVISOR & Globe Logo	744493 (1316600)	8/3/2009 (9/15/2006)	GAB Robins Trademark, LLC	Registered	8/3/2024
Canada	GAB & Globe (Logo)	446181 (737807)	8/18/1995 (9/28/1993)	GAB Robins Trademark, LLC	Registered	8/25/2025
Canada	GAB ROBINS & Globe (Logo)	457681 (737808)	5/24/1996 (9/28/1993)	GAB Robins Trademark, LLC	Registered	5/24/2026
Canada	ROBINS & Globe (Logo)	454165 (737809)	2/16/1996 (9/28/1993)	GAB Robins Trademark, LLC	Registered	2/16/2026

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