

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fireman's Fund Insurance Company		04/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ACE American Insurance Company		
Street Address:	436 Walnut Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19106-3703		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2805063	ADDED MEASURE	
Registration Number:	2504670	PRESTIGE	
Registration Number:	2534688	PRESTIGE AUTO	
Registration Number:	3210834	PRESTIGE COLLECTIONS	
Registration Number:	3509590	PRESTIGE DESTINATIONS	
Registration Number:	3326802	PRESTIGE EXCESS	
Registration Number:	2556575	PRESTIGE SOLUTIONS	
Registration Number:	3509592	PRESTIGE WATERCRAFT	
Registration Number:	3509591	PRESTIGE YACHT	
Registration Number:	2762086	VALUELOCK	
Serial Number:	86315343	PRESTIGE GROUP EXCESS	
Serial Number:	86315294	PRESTIGE HOME	
Serial Number:	86315300	PRESTIGE JOURNEYS	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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:	215-569-5360		
Email:	mhomyk@blankrome.com		
TRADEMARK			

OP \$340.00 2805063

Correspondent Name: Matthew A. Homyk
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 125715-02438

NAME OF SUBMITTER: Matthew A. Homyk

SIGNATURE: /matthew homyk/

DATE SIGNED: 04/08/2015

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), is made and entered into as of April 1, 2015 (the “Effective Date”), by and between FIREMAN’S FUND INSURANCE COMPANY, a property and casualty insurance company domiciled in the State of California (“Assignor”), and ACE AMERICAN INSURANCE COMPANY, an insurance company organized under the laws of the Commonwealth of Pennsylvania (“Assignee”) (each of Assignor and Assignee, a “Party” and collectively the “Parties”). All capitalized terms used in this Agreement and not otherwise defined have the respective meanings assigned to them in Section 1.1 below.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Master Transaction Agreement, dated as of December 18, 2014 (as amended, the “Master Agreement”), pursuant to which Assignor has agreed to sell and transfer to Assignee, and Assignee has agreed to assume and acquire from Assignor, certain assets and liabilities associated with the Personal Lines Business; and

WHEREAS, upon the terms and subject to the conditions set forth in the Master Agreement, at the Closing, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens other than Permitted Liens, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in and to the trademark registrations and applications set forth on Schedule A attached hereto (the “Transferred Trademarks”).

NOW, THEREFORE, for and in consideration of these premises and the promises and the mutual agreements hereinafter set forth and set forth in the Master Agreement, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. The following terms, when used in this Agreement, shall have the respective meanings set forth in this Section 1.1. Interpretation of this Agreement shall be governed by the rules of construction set forth in Section 11.10 of the Master Agreement.

- (a) “Affiliate” has the meaning set forth in the Master Agreement.
- (b) “Agreement” has the meaning set forth in the Preamble.
- (c) “Applicable Law” has the meaning set forth in the Master Agreement.
- (d) “Assignee” has the meaning set forth in the Preamble.
- (e) “Assignor” has the meaning set forth in the Preamble.

- (f) “Closing” has the meaning set forth in the Master Agreement.
- (g) “Effective Date” has the meaning set forth in the Preamble.
- (h) “Liens” has the meaning set forth in the Master Agreement.
- (i) “Master Agreement” has the meaning set forth in the Recitals.
- (j) “Party” and “Parties” each have the respective meaning set forth in the Preamble.
- (k) “Permitted Liens” has the meaning set forth in the Master Agreement.
- (l) “Person” has the meaning set forth in the Master Agreement.
- (m) “Personal Lines Business” has the meaning set forth in the Master Agreement.
- (a) “Transaction Agreements” has the meaning set forth in the Master Agreement.
- (b) “Transferred Trademarks” has the meaning set forth in the Recitals.

ARTICLE 2

ASSIGNMENT OF TRANSFERRED TRADEMARKS

Section 2.1 Assignment of Transferred Trademarks. Assignor hereby irrevocably conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest in the United States of America in, to and under the Transferred Trademarks, including (a) all of the goodwill associated therewith and symbolized thereby and (b) the right to sue for all past, present and future infringements thereof and to settle and retain proceeds from any such actions.

Section 2.2 Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks, or the applicable official, at the United States Patent and Trademark Office record Assignee as the assignee and the owner of all right, title, and interest in and to the Transferred Trademarks. Assignor shall take any and all reasonable actions, including the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee’s right, title and interest in and to the Transferred Trademarks.

ARTICLE 3

MISCELLANEOUS

Section 3.1 No Obligation to Provide Technology. Assignee acknowledges and agrees that neither Assignor nor any of its Affiliates shall be obligated by the terms of this Agreement to provide Assignee with any technical assistance, software or other technology.

Section 3.2 Notices. All notices, requests, consents, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by electronic mail (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following respective addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.2):

(a) To Assignor: Fireman's Fund Insurance Company
777 San Marin Drive, Novato, California 94998
Attention: General Counsel
Facsimile: (415) 899-2012

With concurrent copies to:

Allianz SE
Koeniginstrasse 28, 80802 Muenchen, Germany
Attention: General Counsel
Facsimile: +49-89-3800-2152

and

Sullivan & Cromwell LLP
24 rue Jean-Goujon
Paris 75008
France
Attention: William D. Torchiana
Facsimile: +33 1 7304 1010

(b) To Assignee: ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106-3703
Attention: Kevin Rampe, General Counsel
Email address: Kevin.Rampe@acegroup.com

With a concurrent copies to:

Ace Limited
1133 Avenue of Americas, Floor 44
New York, New York 10036
Attention: Christopher J. Kearns, EVP, Deputy
General Counsel
Email address: Chris.Kearns@ACEGroup.com

and

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Alexander M. Dye
Facsimile: (212) 728-9642

Any Party may, by notice given in accordance with this Section 3.2 to the other Party, designate another address or Person for receipt of notices hereunder, provided that notice of such a change shall be effective upon receipt.

Section 3.3 Entire Agreement; Conflict. Except as otherwise expressly provided in the Transaction Agreements, this Agreement, together with the Schedules hereto, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of Assignor and Assignee with respect to the subject matter of this Agreement.

Section 3.4 Waivers and Amendment. No provision of this Agreement may be amended, supplemented or modified except by a written instrument signed by all of the Parties. No provision of this Agreement may be waived except by a written instrument signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to such State's principles of conflict of law that could compel the application of the laws of another jurisdiction.

Section 3.6 Execution in Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 3.7 No Presumption. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed as of the date first set forth above.

FIREMAN'S FUND INSURANCE
COMPANY

By: 
Name: Arthur E. Moosmann, Jr.
Title: President & Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
as of the Effective Date.

**ACE AMERICAN INSURANCE
COMPANY**

By: *Mary Boyd*
Name: Mary Boyd
Title: Executive Vice President

-Signature Page to Trademark Assignment Agreement-

SCHEDULE A
Transferred Trademarks

Name	Registration or Serial No.	Jurisdiction
ADDED MEASURE	2,805,063	United States of America
PRESTIGE (words only)	2,504,670	United States of America
PRESTIGE AUTO	2,534,688	United States of America
PRESTIGE COLLECTIONS	3,210,834	United States of America
PRESTIGE DESTINATIONS	3,509,590	United States of America
PRESTIGE EXCESS	3,326,802	United States of America
PRESTIGE GROUP EXCESS	86315343	United States of America
PRESTIGE HOME	86315294	United States of America
PRESTIGE JOURNEYS	86315300	United States of America
PRESTIGE SOLUTIONS	2,556,575	United States of America
PRESTIGE WATERCRAFT	3,509,592	United States of America
PRESTIGE YACHT	3,509,591	United States of America
VALUELOCK	2,762,086	United States of America