

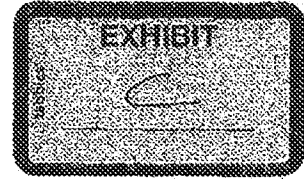
TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Benefits Consulting, LLC		02/17/2012	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Walker Winslow Financial Group, LLC		
Street Address:	5A Stonewall Way		
City:	Stratham		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03885		
Entity Type:	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3976976	PARADIGM HEALTH PLANS	
CORRESPONDENCE DATA			
Fax Number:	6034275530		
<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:	603-427-0070		
Email:	mlorusso@loriplaw.com		
Correspondent Name:	Mark D. Lorusso		
Address Line 1:	PO Box 21915		
Address Line 4:	Portsmouth, NEW HAMPSHIRE 03802		
ATTORNEY DOCKET NUMBER:	WWG-100		
NAME OF SUBMITTER:	Mark D. Lorusso		
SIGNATURE:	/Mark D. Lorusso/		
DATE SIGNED:	05/26/2015		
Total Attachments: 4			
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OP \$40.00 3976976



CONDITIONAL TRADEMARK ASSIGNMENT

WHEREAS, United Benefits Consulting, LLC, a Massachusetts limited liability company having a principal place of business at 7 Wells Avenue, Suite 23, Newton, Massachusetts 02459 (hereinafter "UBC" or "ASSIGNOR") and Walker Winslow Financial Group, LLC, a New Hampshire limited liability company having a principal place of business at 5A Stonewall Way, Stratham, New Hampshire 03885 (hereinafter "WWFG" or "ASSIGNEE") enter into this Trademark Assignment, which is conditioned upon WWFG and Dennis LaBrasca, managing member of WWFG, paying to Joseph Freeman and UBC the installment payments within 30 months per the second sentence of paragraph 13 of the Settlement Agreement among UBC, Joseph Freeman, WWFG and Dennis LaBrasca in settlement of Civil Action No. 2011-00863 before the Norfolk County Superior Court in the Commonwealth of Massachusetts, the contents of which are incorporated herein by reference.¹

WHEREAS, the parties agree that this assignment will become effective on the date of the payment of the installment payments per the second sentence of paragraph 13 of the Settlement Agreement.

WHEREAS, UBC has agreed to assign all right, title and interest in and to its service mark listed in *Schedule A* appended hereto and incorporated herein by reference, subject to WWFG's and LaBrasca's performance of their obligation to pay the settlement funds within 30 months per the second sentence of paragraph 13 of the Settlement Agreement, and WWFG will hereby acquire upon completion of this payment, all right,

¹ This assignment is not conditioned upon the obligation by WWFG and LaBrasca to share commissions with Freeman and/or UBC per the above Settlement Agreement, or the obligation by WWFG and LaBrasca to pay the installment payments per the schedule in paragraph 1 of the Settlement Agreement. This assignment is only conditioned upon WWFG and LaBrasca paying the installment payments within 30 months per the second sentence in paragraph 13 of the Settlement Agreement.

title and interest in and to UBC's service mark, including without limitation, the service mark registration identified and more fully set forth in Schedule A, together with all good will arising from the use of and symbolized by the service mark; and

WHEREAS, UBC is the sole and exclusive owner of all right, title and interest in and to the service mark, together with all good will arising from the use of and symbolized by the service mark;

WHEREAS, WWFG is desirous of acquiring all rights, title and interest in and to the service mark, together with all good will arising from the use of and symbolized by the service mark;

NOW THEREFORE, in consideration for the sum in excess of one dollar (\$1.00) and other good and valuable consideration when WWFG and Dennis LaBrasca pay to Joseph Freeman and UBC the settlement funds within 30 months per the second sentence in paragraph 13 of the Settlement Agreement (the receipt of which is a precondition of this assignment), ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE, all right, title, and interest in and to the service mark listed in Schedule A, together with all good will arising from the use of and symbolized by the service mark.

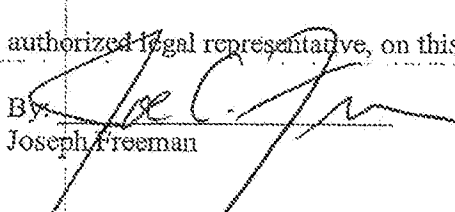
2. ASSIGNOR will execute upon the request of ASSIGNEE such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and to perfect the rights of ASSIGNEE under this Trademark Assignment, together with all good will arising from the use of and symbolized by the service mark listed in Schedule A, including all documents necessary to register in the name of ASSIGNEE the assignment of the service mark including any subsequent corresponding registration and/or subsequently pending application for the same service mark, together

with all good will arising from the use of and symbolized by the service mark, in each country in which the service mark may become the subject of one or more service mark applications and/or subsequent corresponding registration(s).

3. ASSIGNOR will authorize and request that the Commissioner of Trademarks of the United States from which ASSIGNOR has received the service mark registration listed in Schedule A; to issue and to record the title of ASSIGNEE as owner of all right, title and interest in and to the service mark and service mark registration listed in Schedule A, together with all good will arising from the use of and symbolized by the service mark.

4. ASSIGNOR'S rights in and to the service mark and service mark registration listed in Schedule A shall continue (subject to the Trademark License Agreement executed by the parties contemporaneously with this conditional assignment) until, and ASSIGNEE shall be entitled to exercise its rights and remedies as described in this conditional assignment in and with respect to the service mark and service mark registration listed in Schedule A only upon, the payment by WWFG and LaBrasca of the settlement funds within 30 days per the second sentence of paragraph 13 of the Settlement Agreement.

IN WITNESS WHEREOF, ASSIGNOR has signed below, by its respective duly authorized legal representative, on this 17th day of February, 2012.

By: 
Joseph Freeman

Title: Managing member
United Benefits Consulting, LLC

SCHEDULE A

1. U.S. Trademark Registration No. 3,976,976 registered June 14, 2011 in International Class 35 for "PARADIGM HEALTH PLANS."

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