

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM347354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Murphy Group Holdings, LLC		07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
Murphy Insurance Group, LLC		07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Hub International Midwest Limited		
Street Address:	300 North LaSalle St., 17th Floor		
Internal Address:	c/o Hub International Limited		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2363452	THE MURPHY INSURANCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-3211		
Email:	tmg@lindquist.com		
Correspondent Name:	Marilyn S. Hargens		
Address Line 1:	80 South Eighth Street		
Address Line 2:	4200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	516690.0063		
NAME OF SUBMITTER:	Marilyn S. Hargens		
SIGNATURE:	/Marilyn Hargens/		
DATE SIGNED:	07/09/2015		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into and made effective as of July 1, 2015, by and among Hub International Midwest Limited, an Indiana corporation (the "Assignee"), Murphy Group Holdings, LLC, a Delaware limited liability company ("Murphy Group Holdings") and Murphy Insurance Group, LLC, a Delaware limited liability company and wholly owned subsidiary of Murphy Group Holdings ("MIG" and, together with Murphy Group Holdings, the "Assignors").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 1, 2015, by and among the Assignee, the Assignors and the other parties named therein (the "Purchase Agreement"), each of the Assignors has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from each of the Assignors, all of such Assignor's right, title and interest in, to and under the Intellectual Property Rights owned by such Assignor and used or held for use in or relating to the operation of the Business, including, without limitation, all rights of such Assignor to the Internet domain names set forth on Schedule A hereto (the "Domain Names"), the registered trademarks set forth on Schedule B hereto (the "Registered Trademarks"), and the unregistered trademarks set forth on Schedule C hereto (the "Unregistered Trademarks"), and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignors are hereby effecting such transfer and assignment of all right, title and interest of the Assignors throughout the world in and to the Domain Names, the Registered Trademark, the Unregistered Trademarks, and the other Intellectual Property Rights;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, 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 of which are hereby acknowledged, the Assignee and the Assignors agree as follows:

1. Assignment. Each of the Assignors hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest of such Assignor in and to all Intellectual Property Rights owned by such Assignor and used or held for use in or relating to the operation of the Business, including all rights of such Assignor to the Domain Names, the Registered Trademarks and the Unregistered Trademarks, in each case together with all goodwill associated therewith and all rights of such Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Intellectual Property Rights. The Assignee is to hold all right, title and interest in and to the Domain Names, the Registered Trademark, the Unregistered Trademarks, and the other Intellectual Property Rights as fully and exclusively as they would have been held and enjoyed by the Assignors had the assignment in this Section 1 not been made.

2. Recording and Further Actions. Each of the Assignors authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Domain Names, the Registered Trademark and the Unregistered Trademarks and shall, promptly upon presentation to such Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, each of the Assignors agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may reasonably request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Domain Names, the Registered Trademarks, the Unregistered Trademarks, and other Intellectual Property Rights.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Wisconsin.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

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

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

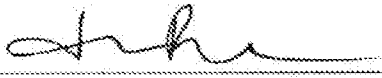
8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signatures begin on following page]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE:

HUB INTERNATIONAL MIDWEST
LIMITED

By: 

Name: Jason Romick
Title: Vice President

ASSIGNORS:

MURPHY GROUP HOLDINGS, LLC

By: _____

Name: August Felker
Title: Manager

Subscribed and sworn to before me this _____
day of _____, 2015.

Notary Public

[Seal]

MURPHY INSURANCE GROUP, LLC

By: _____

Name: August Felker
Title: Managing Director

Subscribed and sworn to before me this _____
day of _____, 2015.

Notary Public

[Seal]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNEE:

HUB INTERNATIONAL MIDWEST
LIMITED

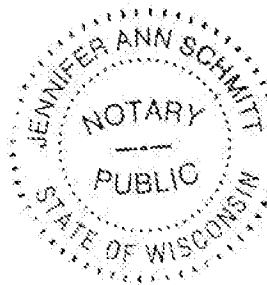
ASSIGNORS:

MURPHY GROUP HOLDINGS, LLC

By: _____
Name: Jason Romick
Title: Vice President

By: *A. Full*
Name: August Felker
Title: Manager

Subscribed and sworn to before me this 30
day of June, 2015.

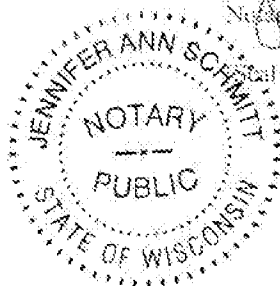


Jennifer Ann Schmitt
Notary Public
[Seal]

MURPHY INSURANCE GROUP, LLC

By: *A. Full*
Name: August Felker
Title: Managing Director

Subscribed and sworn to before me this 30
day of June, 2015.



Jennifer Ann Schmitt
Notary Public
[Seal]

[Signature Page to Intellectual Property Assignment]

SCHEDULE A
Domain Names

Murphyinsurance.com

SCHEDULE B
Registered trademarks

“The Murphy Insurance Group,” registration no. 2363452.

SCHEDULE C
Unregistered trademarks

The “MurphyWorks” word mark.

The Murphy Insurance Group logo as displayed on Murphyinsurance.com.

The MurphyWorks logo as displayed on Murphyinsurance.com.