

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neal J Stehly		10/01/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hub International Insurance Services Inc.		
Also Known As:			
Street Address:	300 North LaSalle St 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2984310	BENEFITSTRACKER	
CORRESPONDENCE DATA			
Fax Number:	8585816479		
<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:	858-581-6779		
Email:	alena@herranenlaw.com		
Correspondent Name:	Alena Herranen		
Address Line 1:	4365 Samoset Avenue		
Address Line 4:	San Diego, CALIFORNIA 92117		
ATTORNEY DOCKET NUMBER:	HUB/BENEFITSTRACKER ASSIG		
NAME OF SUBMITTER:	ALENA HERRANEN		
SIGNATURE:	/AHERRANEN/		
DATE SIGNED:	08/07/2015		
Total Attachments: 2			
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OP \$40.00 2984310

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is entered into and made effective as of October 1, 2014 by and between Hub International Insurance Services Inc., a California corporation (the "Assignee"), and Neal J. Stehly, an individual (the "Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 1, 2014, by and among the Assignee, the Assignor and the other parties named therein (the "Purchase Agreement"), the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the trademark BENEFITTRACKER registered with the United States Patent and Trademark Office on August 9, 2005 as Registration Number 2,984,310 ("Trademark"), and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignee and the Assignor are hereby effecting such transfer and assignment of all right, title and interest of the Assignee throughout the world in and to the Trademark 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 are hereby acknowledged, the Assignee and the Assignor agree as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest of the Assignor in and to the Trademark, together with all rights of action, powers, and benefits belonging or accrued to the Trademark, together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Trademark Rights. The Assignee is to hold all right, title and interest in and to the Trademark as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made.
2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignment to be recorded with the United States Patent and Trademark Office.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of California, 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 California.

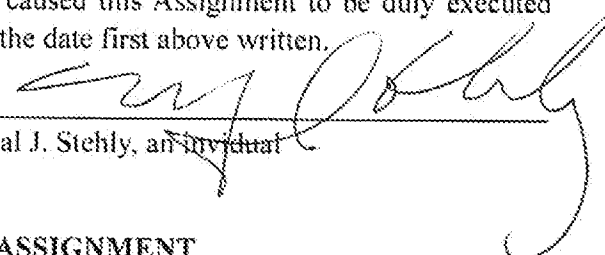
4. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

5. 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.

6. 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.

7. 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.

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.

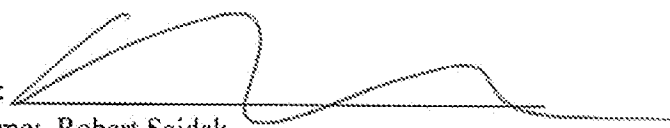


Neal J. Stehly, an individual

ACCEPTANCE OF ASSIGNMENT

The undersigned hereby accepts and consents to the foregoing assignment according to the terms and provisions thereof.

HUB INTERNATIONAL INSURANCE
SERVICES INC.

By: 

Name: Robert Sajdak
Title: Vice President