

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EmSpring Corporation		09/01/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Hub International Northwest LLC		
Street Address:	12100 N.E. 195th Street		
Internal Address:	Suite 200		
City:	Bothell		
State/Country:	WASHINGTON		
Postal Code:	98011		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4148553	EMSPRING	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	rebecca.lederhouse@bakermckenzie.com, colleen.brennan@bakermckenzie.com		
Correspondent Name:	Rebecca Lederhouse		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	10041316-50111305		
NAME OF SUBMITTER:	Rebecca Lederhouse		
SIGNATURE:	/rebecca lederhouse/		
DATE SIGNED:	09/28/2015		
Total Attachments: 6			
source=EMSPRING - Assignment of IP (EXECUTED)#page1.tif			
source=EMSPRING - Assignment of IP (EXECUTED)#page2.tif			

CH \$40.00 4148553

source=EMSPRING - Assignment of IP (EXECUTED)#page3.tif

source=EMSPRING - Assignment of IP (EXECUTED)#page4.tif

source=EMSPRING - Assignment of IP (EXECUTED)#page5.tif

source=EMSPRING - Assignment of IP (EXECUTED)#page6.tif

TRADEMARK

REEL: 005632 FRAME: 0336

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), is entered into and made effective as of September 1, 2015 by and between Hub International Northwest LLC, a Washington limited liability company (the "Assignee"), and EmSpring Corporation, a Washington corporation (the "Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 1, 2015, 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 Intellectual Property Rights owned by the Assignor and used or held for use in or relating to the operation of the Business, including, without limitation, (a) all rights of the Assignor to the Internet domain names set forth on Schedule A hereto (collectively, the "Domain Names") and (b) all rights of the Assignor to the trademarks, service marks and registrations therefor set forth on Schedule B hereto (collectively, the "Trademarks"), 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 Domain Names, the Trademarks (including the goodwill associated therewith and symbolized thereby) 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 all Intellectual Property Rights owned by the Assignor and used or held for use in or relating to the operation of the Business, including all rights of the Assignor to the Domain Names and the Trademarks, in each case 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 Intellectual Property Rights. The Assignee is to hold all right, title and interest in and to the Domain Names, the Trademarks and the other Intellectual Property Rights 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 Assignee to be recorded as the assignee or transferee of the Domain

Names and the Trademarks and shall, promptly upon presentation to the Assignee by the Assignor, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Domain Names, the 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 Washington, 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 Washington.

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.

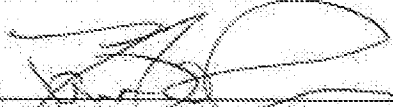
[Signatures begin on following page]

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.

HUB INTERNATIONAL NORTHWEST LLC

By: _____
Name: Jason Romick
Title: Vice President

EMSPRING CORPORATION

By:  _____
Name: Daniel W. Fisher
Title: President

[Signature Page to Assignment of Intellectual Property]

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.

HUB INTERNATIONAL NORTHWEST LLC



By: _____

Name: Jason Romick

Title: Vice President

EMSPRING CORPORATION

By: _____

Name: Daniel W. Fisher

Title: President

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 005632 FRAME: 0340

SCHEDULE A
DOMAIN NAMES

Emspring.com

Fcgbenefits.com

Healthplanwashington.org

Emspring.info

Emspring.org

Emspring.net

SCHEDULE B

TRADEMARKS

EMSPRING

USPTO Registration Date: May 29, 2012

USPTO Registration Number: 4148553