# OP \$140.00 424273

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM361311

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo & Company		09/25/2015	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	AMT Warranty Solutions, Inc.	
Street Address:	7125 W. Jefferson Avenue	
City:	Lakewood	
State/Country:	COLORADO	
Postal Code:	80235	
Entity Type:	CORPORATION: DELAWARE	

# **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4242732	CLASSIC EXPRESS
Registration Number:	3674264	ECOMIND
Registration Number:	3674223	ECOMIND
Registration Number:	4110171	ELITE EXPRESS
Registration Number:	3662190	WARRANTY SOLUTIONS

## **CORRESPONDENCE DATA**

**Fax Number:** 2167713804

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.

**Phone:** 216-771-3800

**Email:** dphdocket@dpeterhochberg.com

Correspondent Name: D. Peter Hochberg

Address Line 1: 1940 East 6th St. - 6th Floor Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: AM-2000,PPP,QQQ,RRR, SSS	
NAME OF SUBMITTER:	sean f. mellino
SIGNATURE:	/sean f. mellino/
DATE SIGNED:	11/05/2015

**Total Attachments: 4** 

TRADEMARK
REEL: 005661 FRAME: 0613



TRADEMARK
REEL: 005661 FRAME: 0614

### SERVICE MARK ASSIGNMENT AGREEMENT

This SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of September 25, 2015 (the "Effective Date"), by and between Wells Fargo & Company ("Assignor"), and AMT Warranty Solutions, Inc. (the "Assignee").

WHEREAS, WDS Holdings, Inc. ("Seller"), AmTrust Financial Services, Inc. ("Acquiror") and Wells Fargo & Company are parties to that certain Stock Purchase Agreement dated as of May 6, 2015 (the "Purchase Agreement"), pursuant to which Seller is to sell to Acquiror all of the issued and outstanding equity interests of certain of Seller's subsidiaries;

WHEREAS, Assignor owns all right, title and interest in and to the service marks set forth on Exhibit A hereto (collectively, the "Marks").

WHEREAS, in accordance Section 5.21 of the Purchase Agreement, Assignor desires to assign and transfer all of Assignor's right, title and interest, in, to and under the Marks to Assignee, and Assignee has agreed to receive such rights.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby sell, transfer, assign, deliver, and convey to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Marks, together with the goodwill associated with the Marks; and the right to bring actions and recover for past or future infringements or other violations of the rights assigned herein.
- 2. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, notwithstanding any conflicts of laws rules that would result in the application of any other laws.
- 3. <u>Miscellaneous</u>. This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns. This Agreement may only be amended in a writing signed by the parties hereto. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

AM 54089013.4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

WELLS FARGO & COMPANY

Name: Gary Neimanis
Title: Sepior Vice President

ASSIGNEE:

AMT WARRANTY SOLUTIONS, INC.

Service Mark Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:
WELLS FARGO & COMPANY
n
By: Name:
Title:
ASSIGNEE:
AMT WARRANTY SOLUTIONS, INC.
By: Alth Mac Name: Stephen Ungus Title: Secretary

# EXHIBIT A

# SERVICE MARKS

Country	Mark	Reg. Number	Reg. Date
United States	CLASSIC EXPRESS	4,242,732	11/13/2012
United States	Ecomind Logo	3,674,264	8/25/2009
United States	ECOMIND	3,674,223	8/25/2009
United States	ELITE EXPRESS	4,110,171	3/6/2012
United States	WARRANTY SOLUTIONS	3,662,190	7/28/2009
United States	FOR WHEEL	3,547,803	12/16/2008

Exhibit A to Service Mark Assignment Agreement

AM 54089013.4

**TRADEMARK REEL: 005661 FRAME: 0618** 

**RECORDED: 11/05/2015**