

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heacock Insurance Group, Inc.		03/01/2016	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Care Providers Insurance Services, LLC		
Doing Business As:	NSM Insurance Group		
Street Address:	16301 Quorum Dr.		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3355409	HEACOCK CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	8132239620		
<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:	8137756577		
Email:	Iridley@bushross.com		
Correspondent Name:	Libby Ridley, Esq.		
Address Line 1:	1801 N. Highland Ave.		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	009457.00003		
NAME OF SUBMITTER:	Libby Ridley		
SIGNATURE:	/Libby Ridley/		
DATE SIGNED:	03/04/2016		
Total Attachments: 5			
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ASSIGNMENT OF SERVICE MARK

This Assignment of Service Mark (this "Assignment"), dated as of March 1, 2016 (the "Effective Date"), is between Heacock Insurance Group, Inc., a Florida corporation (the "Assignor"), and Care Providers Insurance Services, LLC d/b/a NSM Insurance Group, a Texas limited liability company (the "Assignee").

BACKGROUND

WHEREAS, Assignor has registered the service mark set forth on Exhibit A with the United States Patent and Trademark Office (hereinafter referred to as the "Mark");

WHEREAS, Assignor, Assignee and Ford W. Heacock, III are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the "Purchase Agreement"), pursuant to which, among other things, Assignor is selling and assigning the Mark to Assignee under the terms and conditions set forth therein; and

WHEREAS, Assignee is desirous of acquiring the Mark.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign, sell, transfer, deliver and convey to Assignee, its successors and assigns, for Assignee's use and enjoyment, and for the use and enjoyment of Assignee's successors or assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, (i) any and all worldwide rights that Assignor may possess (if any) in and to the Mark, in whole or in part, including the worldwide rights to all of its owned or existing service marks, service mark registrations, service mark applications and registrations thereof, and (ii) the goodwill associated with all of the foregoing, including any and all subsidiary rights therein, including, but not limited to, the right to sue for and collect damages for the past, present or future infringement of the Mark.

2. Purchase Agreement. This Assignment is made subject to and is entitled to the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

3. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its choice-of-law principles.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or pdf transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGE FOLLOWS]

The parties hereto have duly executed and delivered this Assignment of Service Mark as of the Effective Date.

Witnesses:

[Signature]
Print: Michael Deon

[Signature]
Print: Steven Ditermyk

ASSIGNOR:

HEACOCK INSURANCE GROUP, INC., a
Florida corporation

By: [Signature]
Name: Ford W. Heacock, III
Title: President

This instrument was sworn to and subscribed before me on Feb 29th, 2016, by FORD W. HEACOCK, III, as President of **HEACOCK INSURANCE GROUP, INC.,** a Florida corporation, on behalf of said corporation. Such officer (check one) is personally known to me or produced _____ as identification.

[NOTARY SEAL]

Christine Beaumier
Notary Public
Christine Beaumier
Printed/Typed Name of Notary

My Commission Expires: 6/7/18



[Signature to Assignment of Service Mark]

Witnesses:

Kirsten L. Stephens
Print: KIRSTEN L. STEPHENS

Lindsey Prall
Print: LINDSEY PRALL

ASSIGNEE:

CARE PROVIDERS INSURANCE SERVICES,
LLC D/B/A NSM INSURANCE GROUP, a Texas
limited liability company

By: [Signature]
Name: William M. Kanehann
Title: Chief Operating Officer

This instrument was sworn to and subscribed before me on _____, 2016, by
WILLIAM M. KANEHANN, as Chief Operating Officer of CARE PROVIDERS INSURANCE
SERVICES, LLC D/B/A NSM INSURANCE GROUP, a Texas limited liability company, on
behalf of said company. Such officer (check one) is personally known to me or produced
_____ as identification.

[NOTARY SEAL]

Catherine M Hunt
Notary Public
CATHERINE M HUNT
Printed/Typed Name of Notary

My Commission Expires: _____

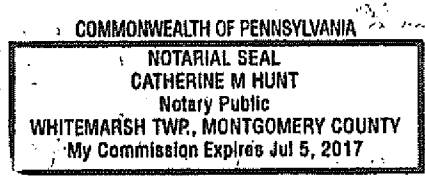



EXHIBIT A

Service Mark	Registration Date	Registration Number	Serial Number
 The logo for Heacock CLASSIC, featuring the word "Heacock" in a stylized script font above the word "CLASSIC" in a bold, sans-serif font, all enclosed within a rounded rectangular border.	December 18, 2007	3355409	77139924