TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM379740

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JBCR Insurance Inc.		11/06/2015	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	TZ Cancins, LLC	
Street Address:	2200 Fletcher Avenue, 4th Floor	
City:	Fort Lee	
State/Country:	NEW JERSEY	
Postal Code:	07024	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4612702	CANCERPLANS.COM

CORRESPONDENCE DATA

Fax Number: 9735972597

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.

973-597-2596 Phone:

Email: Istrademark@lowenstein.com

Correspondent Name: Matthew Hintz, Esq.

Address Line 1: c/o Lowenstein Sandler LLP

Address Line 2: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	17236.33
NAME OF SUBMITTER:	Matthew Hintz
SIGNATURE:	/Matthew Hintz/
DATE SIGNED:	04/07/2016

Total Attachments: 4

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> **TRADEMARK REEL: 005767 FRAME: 0200**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is dated as of November 6, 2015 (the "<u>Effective Date</u>") by JBCR Insurance Inc., a Florida corporation (the "<u>Assignor</u>"), for the benefit of TZ CANCINS, LLC, a Delaware limited liability company (the "<u>Assignee</u>").

WHEREAS, the Assignor and the Assignee have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered marks and/or trade names existing as of the Effective Date, including, without limitation, those set forth on the attached <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (collectively, the "<u>Marks</u>").

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

- 1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.
- 2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.
- 3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

TRADEMARK
REEL: 005767 FRAME: 0201

- 5. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.
- 6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New Jersey, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New Jersey.

[Signature page follows.]

-2-

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

JBCR INSURANCE JANG by:

Bv:

Name: Joshua Babyak
Title: Chairman

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

A service mark for "cancerplans.com," which includes the logo of a "stylized person in front of radiating light rays in a globe." The mark is on the principal register as No. 4,612,702, registered on September 30, 2014 in classes 35 and 36.



RECORDED: 04/07/2016

TRADEMARK REEL: 005767 FRAME: 0204