

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxim Insurance Services, Inc.		05/02/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	AssuredPartners of Houston, LLC		
Street Address:	200 Colonial Parkway, Suite 150		
City:	Lake Mary		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4497662	MAXIMGROUP	
Registration Number:	4546664	THE MAXIMIZER	
CORRESPONDENCE DATA			
Fax Number:	2165863939		
<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:	2165863939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	MEREDITH M. WILKES		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	049019-600-027/028		
NAME OF SUBMITTER:	MEREDITH M. WILKES		
SIGNATURE:	/MEREDITH M. WILKES/		
DATE SIGNED:	05/04/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of May 2, 2016, is made by **MAXIM INSURANCE SERVICES, INC.** ("Seller"), a Texas corporation, located at 18050 Saturn Lane, Suite 200, Houston, Texas 77058, in favor of **ASSURED PARTNERS OF HOUSTON, LLC** ("Buyer"), a Texas limited liability company, located at 200 Colonial Parkway, Suite 150, Lake Mary, Florida 32746, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Buyer, Seller and the other parties listed on the signature pages attached thereto, dated as of the date hereof (the "Purchase Agreement"). Buyer and Seller are sometimes referred to in this Trademark Assignment individually as a "Party" and collectively as the "Parties").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent

provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

NAME OF BUYER

ASSURED PARTNERS OF HOUSTON, LLC

By: 

Name: Dean Curtis

Title: Senior Vice President

Address for Notice:

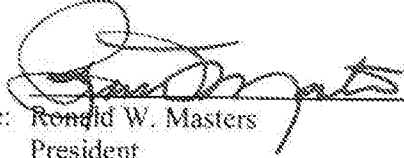
200 Colonial Center Parkway, Suite 150

Lake Mary, FL 32746

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

NAME OF SELLER:

MAXIM INSURANCE SERVICES, INC.

By: 
Name: Ronald W. Masters
Title: President

Address for Notices:

Ronald W. Masters
614 Olde Oaks
Dickinson, TX 77539

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. “MaximGroup” Trademark, Registration No. 4,497,662, registered March 18, 2014, filed with the United States Patent and Trademark Office.
2. “the Maximizer” Trademark, Registration No. 4,546,664, registered June 10, 2014, filed with the United States Patent and Trademark Office.