

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IRM, Inc.		04/01/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Acrisure, LLC		
Street Address:	5664 Prairie Creek Drive, S.E.		
City:	Caledonia		
State/Country:	MICHIGAN		
Postal Code:	49316		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1282775	IRM	
Registration Number:	1318546	INTERNATIONAL IRM	
CORRESPONDENCE DATA			
Fax Number:	6163367000		
<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:	616-336-6000		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Timothy E. Eagle		
Address Line 1:	333 Bridge Street, P.O. Box 352		
Address Line 4:	Grand Rapids, MICHIGAN 49501		
NAME OF SUBMITTER:	Timothy E. Eagle		
SIGNATURE:	/Timothy E. Eagle/		
DATE SIGNED:	10/04/2016		
Total Attachments: 5			
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Execution

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment"), dated as of April 8, 2016 but effective as of April 1, 2016 (the "Effective Date") is made by and between International IRM, Inc., an Illinois corporation, ("Assignor"), and Acrisure, LLC, a Michigan limited liability company, ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of April 8, 2016 but effective as of April 1, 2016, by and among Assignee, Assignor, and Gregg T. Kobeski (the "Purchase Agreement"), the parties thereto have agreed, among other things, that Assignor will sell, transfer, and convey to Assignee all of Assignor's right, title and interest in and to the Marks (as defined below); and

WHEREAS, the execution and delivery of this Assignment is required under the Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks and service marks set forth on Appendix A, attached hereto and made a part hereof, together with the goodwill of the business symbolized thereby (collectively and individually, the "Marks");

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest, of whatever kind in and to the Marks.

NOW, THEREFORE, in consideration of the premises and of the respective agreements and conditions contained herein, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks, together with all common law trademark or service mark rights, whether direct or derived from the Marks, together with the goodwill of the business symbolized by any such trademarks or service marks, as well as all copyright and other intellectual property or other proprietary rights based on or related to the Marks.
2. Assignor hereby irrevocably constitutes and appoints Assignee as Assignor's true and lawful attorney in Assignor's name, place, and stead, to make, execute, sign, and file any assignment, certificate, report, or similar instrument or document required to vest Assignee fully in and to the Marks. Said Assignee is not granted any authority on behalf of the Assignor to amend this Assignment.
3. Release and Covenant not to Sue.
 - a. Assignor hereby releases, quitclaims and waives any and all claims, rights, titles and interests it may have in the Marks as against the Assignee.
 - b. Assignor hereby covenants not to institute any action or suit at law or in equity against Assignee, nor institute, prosecute or in any way aide in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, losses, expenses or compensation, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future arising out of the use of the Marks by Assignee.

Execution

4. Each of the parties hereto hereby acknowledges and agrees 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.
5. Nothing herein expressed or implied is intended to confer upon any Person, other than Assignee and Assignor and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
6. This Agreement may not be amended or modified in any respect, except by a written instrument signed by all the parties to this Assignment making specific reference to this Assignment. This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Assignment delivered via facsimile, PDF format or other electronic means shall be deemed an original for all purposes.
8. This Assignment is governed by and construed in accordance with the internal laws of the State of Michigan, without regard to conflict of laws principles.
9. If any term, provision, or clause hereof, or of any other agreement or document which is required by this Assignment, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, all of which shall remain in full force and effect. If any provision of this Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.
10. Notwithstanding anything herein to the contrary, the provisions of this Assignment shall be subject to the provisions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

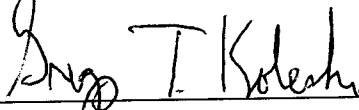
ASSIGNEE:

ACRISURE, LLC

By: _____
John P. Iacono
Senior Vice President

ASSIGNOR:

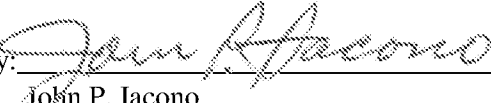
INTERNATIONAL IRM, INC.

By:  _____
Name: Gregg T. Kobeski
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

ASSIGNEE:

ACRISURE, LLC

By: 

John P. Iacono
Senior Vice President

ASSIGNOR:

INTERNATIONAL IRM, INC.

By: _____
Name: Gregg T. Kobeski
Title: President

APPENDIX A
(Assigned Trademarks)

Mark	Country	Reg. No.	Reg. Date
IRM	U.S.A.	1,282,775	June 19, 1984
INTERNATIONAL IRM	U.S.A.	1,318,546	February 5, 1985

Common law rights to the following service marks:

International IRM, Inc.
International IRM