

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/15/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goodman and Rolnick, Inc. dba Oasis Insurance		05/23/2017	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Freeway Insurance Services of Arizona, Inc.
Street Address:	7711 Center Ave #200
City:	Huntington Beach
State/Country:	CALIFORNIA
Postal Code:	92647
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4812694	OASIS INSURANCE

CORRESPONDENCE DATA

Fax Number: 7142522634
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: 7142522634
Email: megan.stokesberry@confie.com
Correspondent Name: Megan Stokesberry
Address Line 1: 7711 Center Ave #200
Address Line 4: Huntington Beach, CALIFORNIA 92647

NAME OF SUBMITTER:	Megan Stokesberry
SIGNATURE:	/Megan Stokesberry/
DATE SIGNED:	05/25/2017

Total Attachments: 4

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OP \$40.00 4812694

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made as of the 23 day of May, 2017, and deemed effective as of December 15, 2016 (the "Effective Date"), by Goodman and Rolnick, Inc. dba Oasis Insurance, an Arizona corporation (including its subsidiaries and affiliates, "Seller"), in favor of Freeway Insurance Services of Arizona, Inc., an Arizona corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of the Effective Date (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset 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 the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

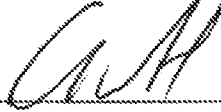
1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - 1.a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - 1.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;
 - 1.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
 - 1.d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 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 hereto 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 Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GOODMAN AND ROLNICK, INC. DBA
OASIS INSURANCE

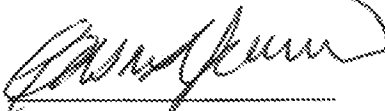
By: 

Name: ADAM ROLNICK

Title: VP

Address for Notices: 4153 E REDFIELD
GILBERT AZ 85234

FREEWAY INSURANCE SERVICES OF
ARIZONA, INC.

By: 

Name: CESAR M. SORIANO

Title: COO

Address for Notices: }

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTERED MARKS

1. Oasis Insurance: Registration Number: 4812694; Serial Number: 86536907

UNREGISTERED MARKS

2. Oasis Insurance Agency, with Palm Tree image

