

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Agency Revolution, Inc.		06/29/2017	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FMG Suite, LLC		
<b>Street Address:</b>	12395 World Trade Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92128		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77826660	AGENCY REVOLUTION	
<b>Serial Number:</b>	86725705	CONNECTED INSURANCE ACADEMY AR BECAUSE R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>			
<b>Phone:</b>	4042337000		
<b>Email:</b>	egravois@mmmlaw.com		
<b>Correspondent Name:</b>	Morris, Manning & Martin, LLP		
<b>Address Line 1:</b>	3343 Peachtree Road NE		
<b>Address Line 2:</b>	1600 Atlanta Financial Center		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	32132-116442		
<b>NAME OF SUBMITTER:</b>	R. Lee Strasburger, Jr.		
<b>SIGNATURE:</b>	/R. Lee Strasburger, Jr./		
<b>DATE SIGNED:</b>	07/28/2017		
<b>Total Attachments: 8</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into on this 29<sup>th</sup> day of June, 2017, and is made by Agency Revolution, Inc., an Oregon corporation (the “Assignor”), in favor of FMG Suite, LLC, a Delaware limited liability company (the “Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Buyer, the Seller, K. Michael Jans, Teresa Jans, Lucas Jans, Bob Seda, Maggie Hubbell, Chris Capdevila, Hayes Nelson, Adrian Jans and Richard Fox (the “Asset Purchase Agreement”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (“Trademarks”), the copyrights on Schedule B attached hereto (“Copyrights”), the patents on Schedule C attached hereto (“Patents”), and the domain names on Schedule D attached hereto (the “Domain Names” and collectively with the Trademarks, the Copyrights and the Patents, the “Intellectual Property Assets”);

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in Copyrights be made of record in the United States Copyright Office, and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices and any other appropriate governmental or administrative offices as the case may be;

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Assignment.** The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to all of the Assignor’s Trademarks, Copyrights, Patents, Domain Names, and other Seller Proprietary Rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Copyrights, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the

registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(d) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws doctrines.

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

5. Maintenance. The Assignor agree that they have and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

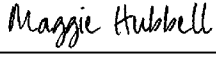
*[Signatures on the following pages.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above:

**ASSIGNOR:**

**AGENCY REVOLUTION, INC.**

DocuSigned by:

By: 

Name: Maggie Hubbell

Title: President and CEO

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above:


**ASSIGNEE:**

**FMG SUITE, LLC**

DocuSigned by:  
By: Taylor Beaupain  
Name: Taylor Beaupain  
Title: Vice President

**SCHEDULE A**

Trademarks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No. / Registration No.</i>	<i>Filing Date / Registration Date</i>	<i>Owner of Record</i>	<i>Status</i>
AGENCY REVOLUTION	United States	77/826,660 3,809,732	September 15, 2009 June 29, 2010	Agency Revolution, Inc.	Registered
 Connected INSURANCE Academy <small>BECAUSE RELATIVES DON'T ALWAYS LISTEN</small>	United States	86/725,705 N/A	August 14, 2015 N/A	Agency Revolution, Inc.	Abandoned
	United States	N/A N/A	N/A N/A	N/A	Common Law

**SCHEDULE B**

Copyrights

None.



**SCHEDULE C**

Patents

None.

## SCHEDULE D

### Domain Names

<i>URL</i>	<i>Expires</i>	<i>URL</i>	<i>Expires</i>
nsace.org	6/21/2017	mobi-quote.com	4/20/2018
agencyrev.co	7/21/2017	freecsrwebinar.com	5/28/2018
csrmasterytraining.com	9/2/2017	safeteedriver.com	6/8/2018
startdio.com	9/4/2017	csrmastery.com	6/13/2018
askmichaeljans.com	11/17/2017	arevblog.com	6/30/2018
digitalinsuranceoffice.com	11/17/2017	zipdrip.com	8/1/2018
brokergrowthtips.com	1/22/2018	agency-revolution.com	8/20/2018
referagencyrev.com	1/31/2018	revcdn.com	9/3/2018
revdemosite.com	2/1/2018	safetyemails.org	9/20/2018
9greatemails.com	2/2/2018	insurancemarketingtips.com	11/9/2018
agencyrevolutionevent.com	2/3/2018	easymillions.com	11/18/2018
agencyrevolutionteleseminar.com	2/3/2018	mjans.com	11/24/2018
agencyrevolutionwebinar.com	2/3/2018	michaeljans.com	11/26/2018
insuranceprofitsystems.com	2/7/2018	agencyrev.com	11/29/2018
growyouragency.com	2/12/2018	agencyautopilot.com	12/7/2018
wparev.com	2/16/2018	quantumnavigator.com	12/8/2018
socialmediagift.com	2/27/2018	digitalordie.com	12/15/2018
insurancethoughtleader.com	3/3/2018	thegrowthanalyzer.com	1/19/2019
arforpia.com	3/4/2018	friendlyemails.com	1/31/2019
stateofinsuranceindustry.com	3/4/2018	theconnectedbroker.com	3/16/2019
insurancemarketingtv.com	3/17/2018	quantumclub.com	5/13/2019
vidbiscit.com	3/17/2018	scorecard.io	10/26/2017
vidbiscuit.com	3/17/2018	agencyrevolution.com	6/11/2022