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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM439203

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arthur J. Gallagher & Co.		08/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Gallagher Bassett Services, Inc.	
Street Address:	2850 Golf Road, 8th Floor	
City:	Rolling Meadows	
State/Country:	ILLINOIS	
Postal Code:	60143	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87245084	G GALLAGHER BASSETT GUIDE. GUARD. GO BEY

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3300

Email: jchester@sidley.com

Correspondent Name: Julia Chester c/o Sidley Austin LLP

Address Line 1: 2021 McKinney Avenue

Address Line 2: Suite 2000

Address Line 4: Dallas, TEXAS 75209

NAME OF SUBMITTER:	Julia M. Chester
SIGNATURE:	/Julia M. Chester/
DATE SIGNED:	08/14/2017

Total Attachments: 3

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> TRADEMARK REEL: 006128 FRAME: 0920

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of August 1, 2017, is made by and between Arthur J. Gallagher & Co., a Delaware corporation, located at 2850 Golf Road, 8TH Floor, Rolling Meadows, Illinois, 60008 (formerly located at Two Pierce Place, Itasca, Illinois, 60143) ("Assignor"), and Gallagher Bassett Services, Inc., a Delaware corporation, located at 2850 Golf Road, 8TH Floor, Rolling Meadows, Illinois, 60008 (formerly located at Two Pierce Place, Itasca, Illinois 60143) ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Trademark Application Serial No. 87/245,084 for the mark G GALLAGHER BASSETT GUIDE. GUARD. GO BEYOND (& DESIGN) ("the Mark");

WHEREAS, Assignee desires to acquire, and Assignor desires to assign, all of Assignors right, title and interest in and to the Mark, to Assignee;

NOW THEREFORE, the parties agree as follows:

- A. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business connected therewith and symbolized thereby, including the following:
 - 1. All rights of any kind accruing under applicable law of any jurisdiction, throughout the world;
 - 2. 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
 - 3. 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.

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- B. Recordation and Further Actions. Assignor 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 Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Mark to Assignee, or any assignee or successor thereto.
- C. <u>Counterparts</u>. This 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 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 Assignment.
- D. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- E. <u>Governing Law</u>. This 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 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

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

(This space intentionally left blank)

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ASSIGNOR

ARTHUR J. GALLAGHER & CO.

By:

Name: Jerome S. Hanner

Title: Corporate Vice President & Deputy

General Counsel