

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440579

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Senior Market Sales, Inc. | | 08/10/2017 | Corporation: NEBRASKA |
| RECEIVING PARTY DATA | | | |
| Name: | Insuractive, Inc. | | |
| Street Address: | 8420 West Dodge Road | | |
| City: | Omaha | | |
| State/Country: | NEBRASKA | | |
| Postal Code: | 68114 | | |
| Entity Type: | Corporation: NEBRASKA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4128663 | INSURACTIVE | |
| Registration Number: | 4128592 | INSURACTIVE | |
| Registration Number: | 3835822 | MEDICARE MARKETPLACE | |
| Registration Number: | 4412940 | MATURE HEALTH CENTER | |
| Registration Number: | 4706639 | MEDICARE BACKOFFICE | |
| Registration Number: | 4762879 | MEDICARE BACKOFFICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7037526201 | | |
| <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: | (703) 752-6276 | | |
| Email: | cecil@keyiplaw.com | | |
| Correspondent Name: | Cecil E. Key | | |
| Address Line 1: | 1934 Old Gallows Road | | |
| Address Line 2: | Suite 350 | | |
| Address Line 4: | Vienna, VIRGINIA 22182 | | |
| ATTORNEY DOCKET NUMBER: | 412.1 | | |
| NAME OF SUBMITTER: | Cecil E. Key | | |
| SIGNATURE: | /Cecil E. Key/ | | |
| DATE SIGNED: | 08/24/2017 | | |

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Senior Market Sales, Inc., a Nebraska corporation having a principal place of business at 8420 West Dodge Road, Omaha, NE 68114 ("Assignor"), and Insuractive, Inc., a Nebraska corporation having a principal place of business at 8420 West Dodge Road, Omaha, NE 68114 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks (a) **INSURACTIVE**, which mark is registered with the U.S. Patent and Trademark Office as U.S. Reg. No. 4,128,663, issued on April 17, 2012 for "insurance brokerage and consultation services in the field of travel, disability, accident, life, medical, property and casualty, annuities and trip cancellation insurance," in International Class 36, as well as with the appropriate trademark offices in Canada (Reg. No. TMA566,479), the European Union (Reg. No. 001729391), Israel (Reg. No. 139,448), Australia (Reg. No. 840,643) and Japan (Reg. No. 4,646,821), and was formerly registered as U.S. Reg. Nos. 2,533,426 and 2,533,427 in International Classes 36 and 42, respectively, (b) **INSURACTIVE & DESIGN**, which mark is registered with the U.S. Patent and Trademark Office as U.S. Reg. No. 4,128,592 for "insurance brokerage and consultation services in the field of travel, disability, accident, life, medical, property and casualty, annuities and trip cancellation insurance," in International Class 36, (c) **MEDICARE MARKETPLACE**, which mark is registered with the U.S. Patent and Trademark Office as U.S. Reg. No. 3,835,822 for "promotion of financial and insurance services on behalf of third parties; computer services, namely, matching senior citizens with potential insurance professionals in the health, medical, and financial industries via a global computer network," in International Class 35, and "insurance and financial information services; insurance services, namely, providing information and online computer databases for review of insurance policy terms, conditions and rates; insurance agencies in the field of health insurance," in International Class 36, (d) **MEDICARE BACKOFFICE**, which mark is registered with the U.S. Patent and Trademark Office as U.S. Reg. No. 4,706,639, issued on March 24, 2015, for "insurance brokerage services; insurance consulting in the field of Medicare insurance," in International Class 36 based on first use dates of September 10, 2013; (e) **MEDICARE BACKOFFICE & DESIGN**, which mark is registered with the U.S. Patent and Trademark Office as U.S. Reg. No. 4,762,879, issued June 30, 2015, for "insurance brokerage services; insurance consulting in the field of Medicare insurance," in International Class 36 based on first use dates of September 10, 2013; (f) **MATURE HEALTH CENTER**, which mark is registered with the U.S. Patent and Trademark Office as U.S. Reg. No. 4,412,940 for "insurance brokerage and financial planning services in the fields of life, medical, long-term care, dental, disability, accident, health and safety, annuity, and supplemental Medicare insurance and retirement planning," in International Class 36, (g) **LIFE INSURANCE MARKETPLACE**, an unregistered mark which has been used in connection with insurance brokerage services and provision of online quotes and identification of underwriters for insurance products, and (h) all

rights under statutory or common law in the jurisdictions in which Assignor has used the marks (the "Trademarks");

WHEREAS, the Trademarks are the subject of an Asset Transfer and Assignment Agreement dated August 10, 2017 by and through which Assignee is acquiring certain assets in connection with which the Trademarks have been used;

WHEREAS, Assignor desires to sell and Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to The Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made;

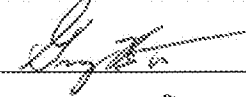
Assignor authorizes the duly authorized and empowered officials of the United States and any other applicable jurisdiction outside the United States, including the Commissioner of Trademarks of the United States, to record the transfer of any applicable registrations, including the registration for the Trademarks, to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date indicated below.

On Behalf of Assignor

SENIOR MARKET SALES, INC.

Signed: 

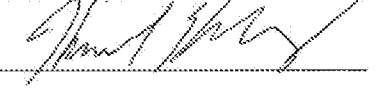
Name: GREG BURTON

Title: General Counsel

Date: 8-10-17

On Behalf of Assignee

INSURACTIVE, INC.

Signed: 

Name: Horstel Kleinberg

Title: President

Date: 8/10/17