

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/16/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.J. Kelly Company, Incorporated		08/23/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	JENCAP INC.		
Street Address:	1350 Broadway, Suite 602		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2376923	MJK	
Registration Number:	2359696	M.J. KELLY	
CORRESPONDENCE DATA			
Fax Number:	8048232611		
<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:	8044821121		
Email:	fred@fgattorney.com		
Correspondent Name:	Frederick Gerson		
Address Line 1:	FG LAW PLLC		
Address Line 2:	536 Granite Avenue		
Address Line 4:	Richmond, VIRGINIA 23226		
ATTORNEY DOCKET NUMBER:	Jencap MJK		
NAME OF SUBMITTER:	Frederick Gerson		
SIGNATURE:	/Frederick Gerson/		
DATE SIGNED:	09/21/2017		
Total Attachments: 3			
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source=2017-08-23, Trademark Assignment Agreement - MJK#page2.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") made effective, *nunc pro tunc*, as of September 16, 2016, by and between M.J. KELLY COMPANY, INCORPORATED, a Missouri corporation, doing business as M.J. KELLY COMPANY, and M.J. KELLY OF ARKANSAS, INC., a Missouri corporation (altogether referred to herein, jointly and severally as "ASSIGNOR"), and JENCAP INC., a Delaware corporation ("ASSIGNEE");

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of certain trademarks, set forth in Appendix A, attached to this Agreement and incorporated herein by this reference, (collectively, the "Mark" or "Marks"), and any and all associated rights therewith together to include but not be limited to the goodwill of the business symbolized thereby in connection with the services for which the Mark is associated as set forth in Appendix A (the "Services"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks in the United States of America and worldwide.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

Section 1. ASSIGNMENT

1.1. Subject to the provisions of Section 1.2, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Services in respect with which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

1.2. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Mark.

Section 2. FURTHER ASSURANCES

2. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

Section 3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

3.1 Assignor represents and warrants that it owns valid and subsisting rights in the Mark and its U.S. registration that are capable of being assigned to Assignee.

3.2 Assignor knows of no adverse claims of ownership to the Mark or of any existing state of facts that would support a claim that use by Assignee of the Mark anywhere in the world infringes or otherwise violates any Mark right of any other person.

3.3 At the time this Agreement and Assignment is made effective, Assignor was a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and had the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

3.4 The execution and delivery by Assignor of this Agreement, the performance and observance by Assignor of its obligations hereunder and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Assignor. This Agreement has been duly executed and delivered by a duly authorized officer of Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

3.5 To Assignor's knowledge, no consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by Assignor of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

ASSIGNOR:
**M.J. KELLY COMPANY
INCORPORATED**

By: 

Name: John Jennings
Title: CEO

ASSIGNEE:
JENCAP INC.

By: 

Name: John Jennings
Title: CEO

ASSIGNOR:
M.J. KELLY OF ARKANSAS, INC

By: 

Name: John Jennings
Title: CEO

Appendix A

TRADEMARK	COMMON LAW TRADEMARK OR USPTO REGISTRATION NUMBER	SERVICES
MJ. KELLY	USTPO Registration Number 2359696	Insurance services, namely, acting as a managing general agent to provide the following services on behalf of insurance companies; evaluating applications for insurance, deciding whether to accept or decline such applications, issuance of insurance policies, collection of premiums and settlement of claims in the field of accident, automobile and fire insurance
M.J. KELLY	Common Law Trademark	Insurance brokerage services, namely wholesale insurance brokerage services in the fields of commercial auto, artisan contractors, special events, garage, and property and casualty insurance.
MJK	USTPO Registration Number 2376923	Insurance services, namely, acting as a managing general agent to provide the following services on behalf of insurance companies; evaluating applications for insurance, deciding whether to accept or decline such applications, issuance of insurance policies, collection of premiums and settlement of claims in the field of accident, automobile and fire insurance
MJK	Common Law Trademark	Insurance brokerage services, namely wholesale insurance brokerage services in the fields of commercial auto, artisan contractors, special events, garage, and property and casualty insurance.
BARCO PREMIUM FINANCE	Common Law Trademark	Financing services, namely financing consumer insurance premiums
WHERE TRADITION MEETS AMBITION	Common Law Trademark	Insurance brokerage services, namely wholesale insurance brokerage services in the fields of commercial auto, artisan contractors, special events, garage, and property and casualty insurance.