

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENDURANCE SPECIALTY HOLDINGS LTD.		09/27/2017	exempted company: BERMUDA
RECEIVING PARTY DATA			
Name:	SOMPO INTERNATIONAL HOLDINGS LTD.		
Street Address:	Waterloo House		
Internal Address:	100 Pitts Bay Road		
City:	Pembroke HM 08		
State/Country:	BERMUDA		
Entity Type:	exempted company: BERMUDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4387418	BLUE CAPITAL	
Registration Number:	4513369	BLUE CAPITAL MANAGEMENT LTD.	
Serial Number:	85860969	BLUE WATER	
Serial Number:	85871013	BLUE WATER MASTER FUND LTD.	
Serial Number:	85860999	BLUE WATER RE	
Registration Number:	4447706	CATM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303.473.2873		
Email:	docket@hollandhart.com,		
Correspondent Name:	Larry H. Tronco		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
DOMESTIC REPRESENTATIVE			
Name:	Larry H. Tronco		
Address Line 1:	P.O. Box 8749		

OP \$165.00 4387418

Address Line 2:	Attn: Trademark Docketing
Address Line 4:	Denver, COLORADO 80201
NAME OF SUBMITTER:	Larry H. Tronco
SIGNATURE:	/LARRY H. TRONCO/
DATE SIGNED:	10/12/2017
Total Attachments: 4 source=Assignment to SOMPO INTERNATIONAL HOLDINGS#page1.tif source=Assignment to SOMPO INTERNATIONAL HOLDINGS#page2.tif source=Assignment to SOMPO INTERNATIONAL HOLDINGS#page3.tif source=Assignment to SOMPO INTERNATIONAL HOLDINGS#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective the 27th day of September, 2017, is made and entered into by and among **ENDURANCE SPECIALTY HOLDINGS LTD.**, an exempted company incorporated in Bermuda (the "Assignor"), and **SOMPO INTERNATIONAL HOLDINGS LTD.**, an exempted company incorporated in Bermuda (the "Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill associated with the foregoing) set forth on Schedule A hereto (the "Purchased Trademarks");

WHEREAS, Assignor and Assignee entered into that certain Stock and Asset Purchase and Sale Agreement, dated as of September 27, 2017 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Purchased Assets from Assignor, including all right, title and interest in and to the Purchased Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Trademarks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Purchased Trademarks, including without limitation, in the (i) preparation and prosecution of any application for registration of the Purchased Trademarks, and (ii) prosecution or defense of any opposition, cancellation, infringement or other legal or administrative proceedings that may arise in connection with any of the Purchased Trademarks, including testifying as to any facts relating to the Purchased Trademarks and this Assignment.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Section 2 hereof, Assignor hereby irrevocably designates and

appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby authorizes and requests any official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Purchased Trademarks to and in the name of Assignee.

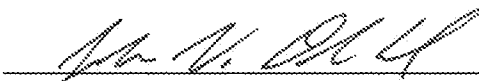
4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

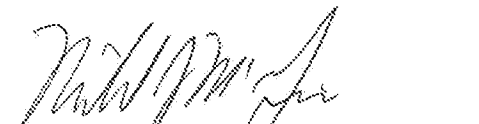
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IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed by its duly authorized representative.

Sompo International Holdings Ltd.

By: 
Name: John V. Del Col
Title: Authorised Signatory

Endurance Specialty Holdings Ltd.

By: 
Name: Michael J. McGuire
Title: Authorised Signatory

Schedule A

Mark	Country	Status	App. No..	App. Date	Reg. No.	Reg. Date
BLUE CAPITAL	US	REGISTERED	85806483	12/19/2012	4387418	8/20/2013
BLUE CAPITAL MANAGEMENT LTD. & Logo	US	REGISTERED	85806491	12/19/2012	4513369	4/15/2014
BLUE WATER	US	PENDING	85860969	2/26/2013		
BLUE WATER MASTER FUND LTD.	US	PENDING	85871013	3/8/2013		
BLUE WATER REINSURANCE LTD. & Logo	US	PENDING	85860999	2/26/2013		
CATM	US	REGISTERED	85917405	4/29/2013	4447706	12/10/2013