

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448695

<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>
FINANCIAL INSURANCE MANAGEMENT CORPORATION		09/15/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIMC PARTNERS LP		
<b>Street Address:</b>	1440 MAIN STREET		
<b>City:</b>	SARASOTA		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34236		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4576154	FIMC EVERYDAY ESSENTIALS COLLECTION	
<b>Registration Number:</b>	4428792		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173424001		
<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>	6173424000		
<b>Email:</b>	IPDocketing@foley.com,bcorbin@foley.com		
<b>Correspondent Name:</b>	NICOLE GAGE		
<b>Address Line 1:</b>	FOLEY & LARDNER LLP		
<b>Address Line 2:</b>	3000 K STREET N.W., SUITE 600		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	117422-0101		
<b>NAME OF SUBMITTER:</b>	BOBBIE-JEAN CORBIN		
<b>SIGNATURE:</b>	/bobbie-jean corbin/		
<b>DATE SIGNED:</b>	10/26/2017		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF U.S. TRADEMARKS

This Assignment of U.S. Trademarks (this “**Assignment**”), effective as of September 15, 2017 (the “**Effective Date**”), is made by Financial Insurance Management Corporation, a Florida corporation (“**Assignor**”), in favor of FIMC Partners LP, a Delaware limited partnership (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to a Stock and Asset Purchase Agreement by and among Assignor, D. Scott Libertore, Douglas Libertore and Assignee, dated as of August 5, 2017 (the “**Purchase Agreement**”).

**WHEREAS**, under the terms of the Purchase Agreement, Assignor agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Definitions. Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

2. Assignment and Acceptance. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the “**U.S. Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the U.S. Trademarks.

3. Recordation and Further Actions. Assignor hereby authorizes the officials of the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the Effective Date, 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 reasonably necessary to effect, evidence, or perfect the assignment of the U.S. Trademarks to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the U.S. Trademarks are incorporated herein by this reference and the parties hereto acknowledge and agree that such representations, warranties, covenants, agreements and indemnities shall not be superseded hereby, but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Binding Effect; Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware. All actions brought to interpret or enforce this Assignment shall be brought exclusively in the state and federal courts located in the State of Delaware, and the parties hereto agree not to assert any defenses for lack of personal jurisdiction, inappropriate venue or forum non conveniens. Each party agrees to accept service of process by mail served either on Assignee or Assignor.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Assignment delivered by facsimile, email, portable document format (PDF) 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

FINANCIAL INSURANCE MANAGEMENT CORPORATION

By: \_\_\_\_\_

Name: D. Scott Libertore

Its: Chief Executive Officer

ASSIGNEE:

FIMC PARTNERS LP

By: \_\_\_\_\_

Name: Brian Williams

Its: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF U.S. TRADEMARKS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.


**ASSIGNOR:**

FINANCIAL INSURANCE MANAGEMENT CORPORATION

By: \_\_\_\_\_  
Name: D. Scott Libertore  
Its: Chief Executive Officer

**ASSIGNEE:**

FIMC PARTNERS LP

By:   
Name: Brian Williams  
Its: Chief Executive Officer

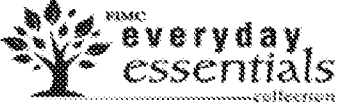
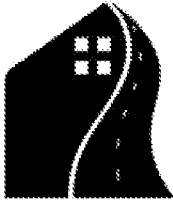
[SIGNATURE PAGE TO ASSIGNMENT OF U.S. TRADEMARKS]

4817-2050-5422.1

**TRADEMARK**  
**REEL: 006190 FRAME: 0973**

**EXHIBIT A**

**Trademarks Registered with the United States Patent and Trademark Office**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
<p>FIMC EVERYDAY ESSENTIALS COLLECTION &amp; Design</p> 	85163462	4576154	07/29/2014
	85890030	4428792	11/5/2013