

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM449609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NFP CORP.		11/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSUREDPARTNERS NL, LLC		
Street Address:	200 Colonial Parkway, Suite 150		
City:	Lake Mary		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4940986	THE HARTFIELD COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	mwilkes@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Meredith M. Wilkes		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	049019-600039		
NAME OF SUBMITTER:	MEREDITH M. WILKES		
SIGNATURE:	/MEREDITH M. WILKES/		
DATE SIGNED:	11/03/2017		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 1, 2017 is made by **NFP CORP.**, a Delaware corporation ("NFP"), in favor of **ASSURED PARTNERS NL, LLC** ("APNL"), a Delaware limited liability company, located at 200 Colonial Parkway, Suite 150, Lake Mary, Florida 32746. APNL and NFP are sometimes referred to in this Trademark Assignment individually as a "Party" and collectively as the "Parties").

WHEREAS, NFP desires to sell, convey and transfer to APNL, and APNL desires to accept and receive from NFP, certain intellectual property rights of NFP, as expressly identified herewithin.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. NFP hereby irrevocably conveys, transfers, and assigns to APNL, and APNL hereby accepts, all of NFP's right, title, and interest in and to the following (the "Assigned Trademarks"), as expressly set forth in Schedule 1 hereto, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, which conveyance, transfer and assignment shall further include the following:

(a) the trademark registrations and trademark applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use (I-T-U) trademark applications set forth under "Type" in Schedule 2 hereto, the transfer of such I-T-U applications accompanies, pursuant to the Purchase Agreement, the transfer of NFP's business, or portion of the business to which those trademark applications, if any, pertain, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications, or the validity or enforceability of registrations issuing from such applications;

(b) all of NFP's trademark rights accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) all trademark royalties, fees, income, payments, and other proceeds, if any, now or hereafter due or payable with respect to any and all of the foregoing; and

(d) all trademark claims and causes of action, with respect to any of the foregoing, if any, whether accruing before, on, and/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.

2. Recordation and Further Actions. NFP authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by APNL. NFP shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark(s) is/are properly assigned to APNL, at APNL's sole expense.

3. Counterparts. This Trademark 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 agreement. A signed copy of this Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Trademark 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 Trademark 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

NFP CORP.:

By: 

Name: Lori M. Lieser

Title: Senior Vice President

Address for Notices:

340 Madison Avenue

20th Floor

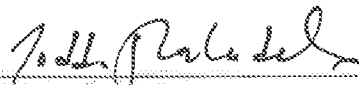
New York, NY 10173

Attn: Evan A. Michael, General Counsel & EVP

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

ASSUREDPARTNERS NL, LLC

By: 
Name: Todd A. Stocksdale
Title President

Address for Notice:
200 Colonial Center Parkway
Suite 150
Lake Mary, FL 32746

**SCHEDULE 1
ASSIGNED TRADEMARKS (AND SERVICE MARKS)**

THE HARTFIELD COMPANY

SCHEDULE 2
ASSIGNED TRADEMARK (AND SERVICE MARK) REGISTRATIONS AND APPLICATIONS

<u>TRADEMARK/ SERVICE MARK</u>	<u>REG. NO.</u>	<u>APPLN. NO.</u>	<u>COUNTRY</u>	<u>TYPE</u>	<u>FILING DATE</u>	<u>STATUS</u>
THE HARTFIELD COMPANY	4940986	86745875	UNITED STATES	SERVICE MARK	SEPTEMBER 2, 2015	LIVE



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Record 1 out of 1

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THE HARTFIELD COMPANY

Word Mark THE HARTFIELD COMPANY
Goods and Services IC 036, US 100 101 102. G & S: brokerage and consulting services for employee benefits concerning insurance and finance, namely, health insurance, ancillary insurance and retirement plans; brokerage, consulting and administrative services for executive benefit plans concerning insurance and finance; brokerage services for property and casualty insurance; brokerage services for annuities, disability, long term care and life insurance; insurance brokerage services for financial institutions; insurance agency services; advisory services in the fields of investment, wealth management, retirement planning and life insurance settlement; advisory services in the fields of broker-dealers insurance brokerage, registered financial investments, mutual funds, securities, annuities, alternative financial investments, hedge funds, options, and separate retirement account management; and financial due diligence services for investment products and managers. FIRST USE: 19650000. FIRST USE IN COMMERCE: 19650000

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 86745875
Filing Date September 2, 2015
Current Basis 1A
Original Filing Basis 1A
Published for Opposition February 2, 2016
Registration Number 4940986
Registration Date April 19, 2016
Owner

(REGISTRANT) NFP Corp. CORPORATION DELAWARE Suite 125 1250 Capital Of Texas Hwy South, Bldg 2
Austin TEXAS 78746

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Richard D. Harris
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COMPANY" APART FROM THE MARK AS SHOWN
Type of Mark SERVICE MARK
Register PRINCIPAL-2(F)
Live/Dead Indicator LIVE

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