

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450482

<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>
Willis North America Inc.		11/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AmWINS Group, LLC		
<b>Street Address:</b>	4725 Piedmont Row Drive, Suite 600		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4003855	AGRIFEEDGUARD	
<b>Registration Number:</b>	4799832	DEALERGUARD	
<b>Registration Number:</b>	4475740	DAIRYPROTECTOR	
<b>Registration Number:</b>	4867117	FEEDLOTGUARD	
<b>Registration Number:</b>	4185762	HOMECAREGUARD	
<b>Registration Number:</b>	4185813	MEDEQUIPGUARD	
<b>Registration Number:</b>	4185820	METALWORKINGGUARD	
<b>Registration Number:</b>	4246506	PIZZAGUARD	
<b>Registration Number:</b>	4185816	PLASTICSGUARD	
<b>Registration Number:</b>	4528376	MOUNTAINGUARD	
<b>Registration Number:</b>	2723586	MOUNTAINGUARD	
<b>Registration Number:</b>	2495716	RECYCLEGUARD	
<b>Registration Number:</b>	4172412	RENT-ITGUARD	
<b>Registration Number:</b>	4804928	COMMUNITYASSOCIATIONGUARD	
<b>Registration Number:</b>	2531328	RESORTGUARD	
<b>Registration Number:</b>	4799833	UTILITYSURE	
<b>Registration Number:</b>	3523316	WELLGUARD	
<b>Registration Number:</b>	4641836	WORKTRUCKGUARD	
<b>Registration Number:</b>	4322337	THEPROPERTYINSURANCEEXCHANGE	

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Property Type	Number	Word Mark
Registration Number:	4185760	HOAPOAGUARD
Registration Number:	5176732	USEDARGUARD
Registration Number:	4197516	LIMOUSINEGUARD

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 704-377-8105

**Email:** lbarnes@robinsonbradshaw.com

**Correspondent Name:** Lani Barnes Baxter, Robinson Bradshaw

**Address Line 1:** 101 North Tryon Street, suite 1900

**Address Line 4:** Charlotte, NORTH CAROLINA 28246

<b>NAME OF SUBMITTER:</b>	Lani Barnes Baxter
<b>SIGNATURE:</b>	/Lani Barnes Baxter/
<b>DATE SIGNED:</b>	11/10/2017

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made by WILLIS NORTH AMERICA INC., a Delaware corporation ("Assignor") in favor of AmWINS Group, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the sole owner of all right, title and interest in and to the trademarks, trademark registrations and applications set forth on the attached **Schedule A**, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks");

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Willis of New Hampshire, Inc., a New Hampshire corporation, Smith, Bell & Thompson, Inc., a Vermont corporation, Willis Programs of Connecticut, Inc., a Connecticut corporation, Willis of Michigan, Inc., a Michigan corporation, and AmWINS Program Underwriters, Inc., a Pennsylvania corporation (the "Purchaser"), Assignor has assigned, or agreed to assign, to the Purchaser, certain assets of Assignor, including the Trademarks; and

**WHEREAS**, Assignee is an affiliate of the Purchaser.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign, transfer and convey unto Assignee all right, title and interest in and to the Trademarks, whether statutory or at common law, together with the goodwill of the business symbolized by the Trademarks, and any royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing; along with the right to sue and recover for, and the right to profits, penalties, damages or other payments due or accrued arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Trademarks or such represented goodwill.


Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments, and to perform other reasonable acts that the Assignee may require in order to vest all Assignor's right, title and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of such Assignor.

This Assignment shall be governed by and construed in accordance with the laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Signature follows]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment  
as of the 1st day of November, 2017.

WILLIS NORTH AMERICA INC.

By:   
Name: Stephen D. B. [Handwritten]  
Its: See exhibit 1

Schedule A  
Trademarks

Trademark Registrations and Applications:

Trademark	Country	App. No.	Reg. No.	Reg. Date
AGRIFEEDGUARD	US	85116614	4003855	7/26/2011
DEALERGUARD	US	86560791	4799832	8/25/2015
DAIRYPROTECTOR	US	85625203	4475740	1/28/2014
FEEDLOTGUARD	US	86624720	4867117	12/8/2015
HOMECAREGUARD	US	85489826	4185762	8/7/2012
MEDEQUIPGUARD	US	85491332	4185813	8/7/2012
METALWORKINGGUARD	US	85491353	4185820	8/7/2012
PIZZAGUARD	US	85162129	4246506	11/20/2012
PLASTICSGUARD	US	85491340	4185816	8/7/2012
MOUNTAINGUARD	US	86005890	4528376	5/13/2014
	US	76376929	2723586	6/10/2003
RECYCLEGUARD	US	75908855	2495716	10/9/2001
RENT-ITGUARD	US	85193169	4172412	7/10/2012
COMMUNITYASSOCIATIONGUARD	US	86242299	4804928	9/1/2015
RESORTGUARD	US	75908485	2531328	1/22/2002
UTILITYSURE	US	86560795	4799833	8/25/2015
WELLGUARD	US	77276163	3523316	10/28/2008
WORKTRUCKGUARD	US	85857266	4641836	11/18/2014
THEPROPERTYINSURANCEEXCHANGE	US	85454749	4322337	4/16/2013
HOAPOAGUARD	US	85489803	4185760	8/7/2012
USED CARGUARD	US	86287927	5176732	4/4/2017
LIMOUSINEGUARD	US	85491384	4197516	8/28/2012

Common Law Trademarks:

Trademark	Disclosure
HEALTHSERVICESGUARD	Abandoned U.S. Serial No. 85491365 filed by Assignor
SHREDDERGUARD	Cancelled U.S. Trademark Reg. No. 3028208 owned by Assignor
SMITH, BELL & THOMPSON	Unregistered
WORKCOMPGUARD	Unregistered
CAR-PAC	Cancelled U.S. Trademark Reg. No. 3375843 owned by Assignor