

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HR KNOWLEDGE, INC.		11/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE HILB GROUP OF NEW ENGLAND, LLC		
Street Address:	8720 Stony Point Parkway, Suite 125		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23235		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2808041	HR KNOWLEDGE	
CORRESPONDENCE DATA			
Fax Number:	7574730395		
<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:	757-499-8800		
Email:	amarino@williamsmullen.com		
Correspondent Name:	Amy G. Marino, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	060433.0077		
NAME OF SUBMITTER:	Amy G. Marino - VSB 71236		
SIGNATURE:	/Amy G. Marino/		
DATE SIGNED:	11/16/2017		
Total Attachments: 4			
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OP \$40.00 2808041

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”) is dated November 1, 2017, between HR KNOWLEDGE, INC., a Delaware corporation (“**Assignor**”); and THE HILB GROUP OF NEW ENGLAND, LLC, a Delaware limited liability company (“**Assignee**”) (each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Assignor owns the rights to the trademark U.S. Registration No. 2,808,041 for HR KNOWLEDGE (the “**Trademark**”);

WHEREAS, Assignee, desires to acquire all of the right, title and interest of Assignor in, to and under the Trademark, together with the goodwill associated therewith; and

WHEREAS, Assignor, Assignee, and the other parties named therein, have entered into a certain Asset Purchase Agreement dated as of even date herewith (the “**Purchase Agreement**”), whereby Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase and accept, its entire right, title and interest in and to all of the Trademark.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and convey unto Assignee: (i) Assignor’s entire right, title and interest in and to the Trademark (and the right to apply for any of the foregoing) in all countries worldwide, including all common law rights and all rights conferred by virtue of the federal trademark registration, together with the goodwill of the business symbolized by the Trademark; (ii) the right to claim priority rights deriving from the Trademark by virtue of international convention, treaty or otherwise; (iii) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing); and (iv) any and all other rights and interests arising out of, in connection with or in relation to the Trademark. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Trademark and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

2. Immediately upon execution of this Trademark Assignment, Assignor shall cease all use of the Trademark, except to the extent permitted under the Purchase Agreement or necessary to fulfill its obligations under the Purchase Agreement or this Trademark Assignment.

3. Further Undertakings. Each Party hereto shall, from time to time, but without further consideration, cooperate with the other Party, its successors and assigns, in any reasonable action requested of such Party in order to effectuate, carry out or fulfill the terms of

this Trademark Assignment and such Party's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademark with any applicable entity or agency, for example, the United States Patent and Trademark Office; it being understood that no Party hereto, nor any of its respective Affiliates, shall be required to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party in connection with this Section 3.

4. Governing Law; Jurisdiction. This Trademark Assignment shall be governed by, and construed under, the laws of the Commonwealth of Virginia, and all rights and remedies shall be governed by said laws, without regard to principles of conflicts of laws.

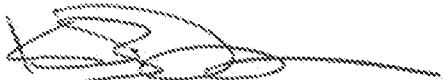
5. General. Nothing contained herein shall be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict between the terms and provisions of this Trademark Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances. This Trademark Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall bind and inure to the benefit of the parties thereto and their respective successors and assigns. This Trademark Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed as of the date first above written.

ASSIGNOR:

HR KNOWLEDGE, INC., a Delaware corporation

By: 
Name: Kenneth S. Bettenhauser
Title: President

ASSIGNEE:

THE HILB GROUP OF NEW ENGLAND, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first above written.

ASSIGNOR:

HR KNOWLEDGE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

THE HILB GROUP OF NEW ENGLAND, LLC,
a Delaware limited liability company

By: *F. H. Elliott, Jr.*
Name: *F. H. Elliott, Jr.*
Title: *Executive Vice President*