

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vanbridge, LLC		08/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EPIC Holdings, Inc.		
Street Address:	425 California Street		
Internal Address:	24th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4946123		
Registration Number:	4945702	VANBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	2157012273		
<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:	2156657273		
Email:	CMiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street, Suite 2800		
Address Line 2:	One Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	431618.000		
NAME OF SUBMITTER:	Chanel L. Lattimer		
SIGNATURE:	/Chanel L. Lattimer/		
DATE SIGNED:	11/07/2018		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”) is made and entered into as of August 24, 2018 (“**Effective Date**”), by and between, on the one hand, Vanbridge LLC, a Delaware limited liability company, Vanbridge Partners, LLC, a Florida limited liability company, Vanbridge Insurance Services, LLC, a Florida limited liability company (collectively, the “**Sellers**” and, each, a “**Seller**”) and, on the other hand, EPIC Holdings Inc., a Delaware limited liability company (“**Purchaser**”). Collectively, the Sellers and Purchaser are referred to herein as the “**Parties**” and, each, a “**Party**”.

RECITALS

A. WHEREAS, Sellers own all rights, title, and interests in and to the Seller-Owned Intellectual Property (as defined in the Purchase Agreement) including, without limitation, the Intellectual Property identified on **Schedule A** attached hereto;

B. WHEREAS, pursuant to that certain Asset Purchase Agreement between the Parties executed simultaneously herewith (the “**Purchase Agreement**”), Sellers sold, conveyed, transferred, and irrevocably assigned to Purchaser all rights, title, and interests in and to certain Acquired Assets including, without limitation, all Intellectual Property rights in and to the Seller-Owned Intellectual Property;

C. WHEREAS, pursuant to Section 5.2(g) of the Purchase Agreement, Sellers agreed to enter into an Intellectual Property Assignment Agreement assigning to Purchaser all rights, title, and interests in and to the Seller-Owned Intellectual Property for recordation with the U.S. Patent and Trademark Office and other appropriate Governmental Entities throughout the world; and

D. WHEREAS, Sellers wish to assign all rights, title and interest in and to the Seller-Owned Intellectual Property to Purchaser on the terms and conditions set forth herein and in the Purchase Agreement, and Purchaser wishes to accept such assignment, on the terms and conditions set forth herein and in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE I **DEFINITIONS AND INTERPRETATION**

Section 1.01 Defined Terms. For purposes of this IP Assignment, capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Purchase Agreement.

Section 1.02. Interpretation. The headings of the Sections and Articles in this IP Assignment are provided for convenience only and will not affect the construction or interpretation of this IP Assignment. All references to “Section,” “Sections,” “Article” and

“Articles” refer to the corresponding Section, Sections, Article or Articles of this IP Assignment or the Purchase Agreement, as applicable. All words used in this IP Assignment will be construed to be of such gender or number as the circumstances require.

ARTICLE II **ASSIGNMENT**

Section 2.01 Assignment. Sellers hereby irrevocably sell, assign, grant, transfer, convey, and set over to Purchaser (and its successors, assigns, and nominees) and Purchaser hereby accepts, absolutely and forever, all worldwide rights, title, and interests including, without limitation, all Intellectual Property rights, in and to the Seller-Owned Intellectual Property including, but not limited to:

- (a) any and all inventions (whether or not patentable or reduced to practice), patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reexaminations and counterparts in connection therewith, invention disclosures, and improvements comprising the Seller-Owned Intellectual Property;
- (b) any and all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, other source identifiers, including trademarks and service marks as defined in 15 U.S.C. § 1127, whether registered or unregistered or at common law, and Internet domain names and all other indicia of origin (and all translations, adaptations, derivations, and combinations of any of the foregoing), including, without limitation, all applications and registrations for any of the foregoing, together with all Goodwill associated with each of the foregoing, and other Internet addresses, user names, accounts, including social networking accounts, pages, and online identities, and any Goodwill associated therewith, comprising the Seller-Owned Intellectual Property including, without limitation, the trademarks, and corresponding applications and registrations therefore, identified on **Schedule A-1** attached hereto, together with all Goodwill associated with each of the foregoing or symbolized thereby and the domain names and social media accounts identified on **Schedule A-2** attached hereto, together with all Goodwill associated with any of the foregoing or symbolized thereby;
- (c) any and all copyrights (including “look and feel”), other works of authorship, mask works, databases, and data collections, whether registered or unregistered, and including all applications, registrations, and renewals of any such thing, sui generis rights in databases, and all neighboring rights comprising the Seller-Owned Intellectual Property including, without limitation, the works of authorship and software, and any and all copyrights therein, and all copyright applications and registrations therefore, identified on **Schedule A-3** attached hereto;
- (d) issuances, registrations, applications, and renewals for any of the foregoing;
- (e) confidential business information (including Confidential Information), know-how, trade secrets, discoveries, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, recipes, manufacturing processes, customer and market lists, technical data, specifications, research and

- development information, technology and product roadmaps, and other proprietary or confidential information comprising the Seller-Owned Intellectual Property;
- (f) software (including object code, source code, tools, applications, systems, databases, computer programs, computer code (including software implementations of algorithms, models, and methodologies, whether in source code, object code, or other readable code), data and related documentation) and database rights comprising the Seller-Owned Intellectual Property;
 - (g) all rights of privacy and publicity, including rights to use of the names, likenesses, voices, signatures and biographical information of real persons comprising the Seller-Owned Intellectual Property;
 - (h) all other intellectual property and proprietary rights of any kind comprising the Seller-Owned Intellectual Property;
 - (i) any and all moral rights, rights associated with any of Seller-Owned Intellectual Property (including, without limitation, any of the foregoing (to the extent assignable));
 - (j) any other rights or forms of protection of a similar nature or having equivalent or similar effect to the foregoing and comprising the Seller-Owned Intellectual Property, whether now in existence or developed in the future to the extent arising from Seller-Owned Intellectual Property existing as of the Closing, in any part of the world;
 - (k) all income, royalties, damages and payments due at Closing or thereafter with respect to the Seller-Owned Intellectual Property;
 - (l) all claims and causes of action with respect to the Seller-Owned Intellectual Property and/or any of the foregoing, whether accruing before, on, 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, violation, breach, or default; and
 - (m) all other rights, privileges, and protections of any kind whatsoever of Sellers accruing under the Seller-Owned Intellectual Property (including, without limitation, any of the foregoing) provided by any applicable law, treaty, or other international convention throughout the world;

all of the same to be held and enjoyed by Purchaser, its successors, assigns and other legal representatives and all of the foregoing excluding, in any event, the Excluded Assets and any other rights not assignable as a matter of law.

Section 2.02 Recordal of the Assignment; Further Assurances. Sellers hereby authorize Purchaser and its successors and assigns to request the relevant Governmental Entity in each applicable country or jurisdiction to record Purchaser as the assignee and owner of the Seller-Owned Intellectual Property, as applicable, and hereby consent to such recordal. Sellers also agree, at the reasonable written request of Purchaser, to furnish such further information, execute and deliver further instruments of transfer and assignment and to take such other action as Purchaser may reasonably request for the purpose of carrying out the intent of this IP Assignment.

Section 2.03 Moral Rights Waiver. Sellers hereby waive and agree never to assert against Purchaser or its successors, heirs, assigns, or licensees, any rights of attribution or other moral rights concerning the Seller-Owned Intellectual Property that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of such rights.

ARTICLE III **MISCELLANEOUS**

Section 3.01 Governing Law; Venue. This IP Assignment shall be governed by, and construed under, the laws of the State of New York, and all rights and remedies shall be governed by said laws, without regard to principles of conflicts of laws. To the fullest extent permitted by law, the Parties hereto agree that any claim, suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this IP Assignment shall only be brought in the state courts in the State of New York or the Federal courts located in the State of New York, in cases sitting in the City of New York, New York, and not in any other State or Federal courts located in the United States of America or any court in any other country, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. To the fullest extent permitted by law, process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 3.02 Severability. If any provision of this IP Assignment is held invalid or unenforceable by any court of competent jurisdiction, the court shall first modify such provision or part of such provision so as to make it enforceable to the maximum extent permitted by law, consistent with the Parties' intent. Only if the court cannot so modify such provision, shall such invalid or unenforceable provision be severed and stricken from this IP Assignment and such invalidity or unenforceability shall in no way render invalid or unenforceable any other part of such provision or any separate provision not declared invalid or unenforceable; and this IP Assignment shall in such case be construed as if the invalid or unenforceable provision were omitted.

Section 3.03 Counterparts. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be executed in .pdf copy or via facsimile.

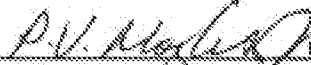
Section 3.04 Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 3.05 Amendment and Modification. This IP Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.


IN WITNESS THEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date set forth above.

SELLERS:


VANBRIDGE LLC

By: 
Name: Philip V. Moyles, Jr.
Title: CEO

VANBRIDGE INSURANCE SERVICES, LLC

By: 
Name: Philip V. Moyles, Jr.
Title: CEO

VANBRIDGE PARTNERS, LLC

By: 
Name: Philip V. Moyles, Jr.
Title: CEO

PURCHASER:

EPIC HOLDINGS INC.

By: _____
Name: Daniel J. Crawford
Title: Executive Vice President, Secretary

IN WITNESS THEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date set forth above.

SELLERS:

VANBRIDGE LLC

By: _____
Name: Phillip V. Moyles, Jr.
Title: CEO

VANBRIDGE INSURANCE SERVICES, LLC

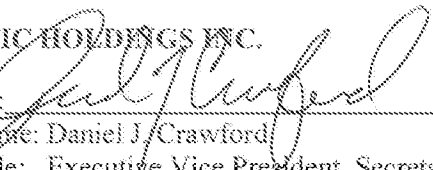
By: _____
Name: Phillip V. Moyles, Jr.
Title: CEO

VANBRIDGE PARTNERS, LLC

By: _____
Name: Phillip V. Moyles, Jr.
Title: CEO

PURCHASER:

EPIC HOLDINGS INC.

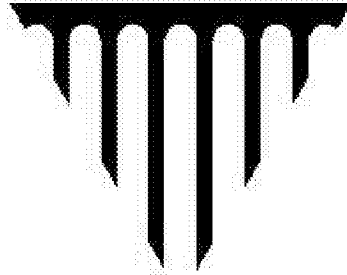
By: 
Name: Daniel J. Crawford
Title: Executive Vice President, Secretary

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Schedule A-1 (Trademarks)

Trademarks



U.S. Trademark Reg. No. 4946123 for
U.S. Trademark Reg. No. 4945702 for VANBRIDGE