

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regions Financial Corporation		07/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BB&T Insurance Holdings, Inc.		
Street Address:	Morris Corporate Center IV, 389 Interpace Parkway, 4th Floor		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4811011	THE COVERAGE YOU NEED. THE GUIDANCE YOU	
Registration Number:	4918243	TRILOGY RISK SPECIALISTS	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Max Goodman c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122643.00005 MG		
NAME OF SUBMITTER:	Max S. Goodman		
SIGNATURE:	/Max S. Goodman/		
DATE SIGNED:	11/26/2018		
Total Attachments: 7			
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**INTELLECTUAL PROPERTY LICENSE, ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This INTELLECTUAL PROPERTY LICENSE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated as of July 2, 2018, is made by and among Regions Financial Corporation, a Delaware corporation (“**Seller**”), Regions Bank, an Alabama banking corporation (the “**Bank**”, and together with Seller, the “**Assignors**”), and BB&T Insurance Holdings, Inc., a Delaware corporation (the “**Assignee**”).

WHEREAS, pursuant to that certain Stock Purchase Agreement dated as of April 4, 2018 (the “**Stock Purchase Agreement**”), Seller has agreed to, and to cause the Bank to, sell, assign, transfer, convey and quitclaim to Assignee, and Assignee has agreed to acquire from Assignors, Assignors’ rights, title, and interest in and to the Assigned IP (as defined below); and

[REDACTED]

WHEREAS, Assignors and Assignee are entering into this Agreement in order to evidence the sale, assignment, transfer, conveyance and quitclaim to Assignee by Assignors of the Assigned IP, and the limited license of the Marks to the Purchased Companies.

NOW THEREFORE, the Parties hereto agree as follows:

1. Assignment. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably sell, assign, transfer, convey, and quitclaim to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignors’ right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) The marks and names, including domain names, and the registrations thereof, set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, and all other trademarks, names, and indicia of origin solely used by the Purchased Companies in connection with their respective businesses as of the date of this Agreement, other than the Excluded Names and Marks (the “**Names and Marks**”), together with all common law rights therein and the goodwill of the business connected with the use of, and symbolized by, the Names and Marks. For purposes of this Agreement, “**Excluded Names and Marks**” means (i) any and all trademarks, names, domain names and other indicia of origin that consist of or include the REGIONS name or trademark or the Regions logo and (ii) any other trademark, name, domain name or other indicia of origin used by either Assignor or any Affiliate of either Assignor.

(b) The computer software set forth on Schedule 1, including all versions, components, and releases of such software, including both source code and object code formats, together with all associated user and other documentation, tools and utilities, as such items exist on the date hereof.

(c) All claims and causes of action with respect to 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, misappropriation, violation, breach, or default.

(d) All other rights, privileges, and protections of any kind whatsoever of Assignors accruing under any of the foregoing provided at law or in equity.

The Parties acknowledge and agree that all representations and warranties with respect to the Assigned IP are made in connection with the Stock Purchase Agreement.

2. Recordation and Further Actions.

(a) Assignors hereby authorize Assignee to file this Agreement with the Commissioner of the United States Patent and Trademark Office successor offices, any applicable domain name registrar and any corresponding entities or agencies in any applicable jurisdictions. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignors 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 are reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

(b) Assignee promptly shall change the designated agent of record with the Register of the United States Copyright Office for Trilogy Risk Specialists, Inc. under the Digital Millennium Copyright Act.

3. [REDACTED]

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(e) [REDACTED]

[REDACTED]

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by 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 Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Governing Law; Venue. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement 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). Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in the Delaware Chancery Court, or if such court shall not have jurisdiction, any federal court of the United States of America located in the State of Delaware, or any other Delaware State Court, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

REGIONS FINANCIAL CORPORATION

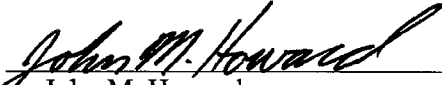
By: William D. Ritter
Name: WILLIAM D RITTER
Title: SEVP

REGIONS BANK

By: William D. Ritter
Name: WILLIAM D RITTER
Title: SEVP

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BB&T INSURANCE HOLDINGS, INC.

By: 
Name: John M. Howard
Title: Chairman & CEO

[Signature Page to Intellectual Property License, Assignment and Assumption Agreement]

TRADEMARK
REEL: 006488 FRAME: 0137

SCHEDULE 1

ASSIGNED MARKS, NAMES, REGISTRATIONS AND SOFTWARE

Registered Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
THE COVERAGE YOU NEED. THE GUIDANCE YOU TRUST.	United States	4,811,011	September 15, 2015
TRILOGY RISK SPECIALISTS	United States	4,918,243	March 15, 2016

[REDACTED]

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