

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501643

<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>
AAA Club Partners, Inc.		11/28/2018	Non-Profit Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CSAA Insurance Exchange		
<b>Street Address:</b>	3055 Oak Road W290		
<b>City:</b>	Walnut Creek		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94597		
<b>Entity Type:</b>	reciprocal insurer: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4696367	SMARTTREK	
<b>Registration Number:</b>	4696413	S SMARTTREK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco, of Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	250653-01000		
<b>NAME OF SUBMITTER:</b>	Sandra Owen		
<b>SIGNATURE:</b>	/Sandra Owen/		
<b>DATE SIGNED:</b>	12/11/2018		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

### AAA Club Partners, Inc. -- CSAA Insurance Exchange

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") dated as of November 28, 2018 between AAA Club Partners, Inc., a Delaware nonprofit corporation ("**Assignor**"), and CSAA Insurance Exchange, a California reciprocal insurer ("**Assignee**", and each of Assignor and Assignee, a "**Party**").

WHEREAS, Assignor is the current owner of certain federal trademarks under the name SMARTTREK and Assignee is a current Licensee of those trademarks; and

WHEREAS, Assignee desires to expand the scope of the trademarks to cover Assignee's usage based automobile insurance products and, to effect this result, Assignor is willing to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

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

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth in Schedule A hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (iii) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), and (iv) any goodwill associated with any of the foregoing (collectively, the "**Assigned Marks**").

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. DISCLAIMER: LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions. This Agreement 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. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Delaware without regard to the conflict of law rules of such state.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

AAA CLUB PARTNERS, INC.

By: \_\_\_\_\_

Name:

Title:

*[Handwritten signature]* 12/17/18  
*[Handwritten name: David E. Brown]*  
*[Handwritten title: CEO]*

CSAA INSURANCE EXCHANGE

By: \_\_\_\_\_

Name:

Title:

*[Handwritten signature]*  
*[Handwritten name: Michael E. Brown]*  
*[Handwritten title: EVP]*

*[signature page to Trademark Assignment Agreement]*

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Registration No.</u>
U.S.	SMARTTREK	Registered	85737367	4696367
U.S.	SMARTTREK and design	Registered	85788412	4696413