

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRO HOLDINGS INC.		10/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	INTEGRO PARENT INC.		
Street Address:	1 STATE STREET PLAZA, 9TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5065057	INTEGRO	
Registration Number:	4665827	INTEGRO	
Registration Number:	3115346	INTEGRO	
Registration Number:	3393033	INTEGRO INSURANCE BROKERS	
Registration Number:	3393034	INTEGRO INSURANCE BROKERS	
Registration Number:	5246480	ROBERTSON TAYLOR	
Serial Number:	87882270	INTEGRO INSURANCE BROKERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057532-5		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	02/13/2019		

OP \$190.00 5065057

Total Attachments: 10

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page1.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page2.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page3.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page4.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page5.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page6.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page7.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page8.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page9.tif

source=Eagle - Trademark Assignment Agreement (Integro Holdings Inc.)#page10.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made and entered as of October 11th, 2018, by Integro Holdings Inc., a Delaware corporation (“**Assignor**”) to Integro Parent Inc., a Delaware corporation (“**Assignee**”). Assignor and Assignee shall be referred to herein collectively as the “**Parties**” and each, a “**Party**.”

W I T N E S S E T H:

WHEREAS, Assignor owns the trademarks and trademark applications set forth in Schedule A, attached hereto and made a part hereof, including all common law rights with respect thereto (the “**Assigned Trademarks**”); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer, all of the right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, the Parties agree as follows:

1. Assignment of Trademarks. Assignor hereby assigns, conveys, delivers and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks throughout the world, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions for past, present and future infringement, dilution, or other violation thereof, and (c) grant licenses or other interests therein. The foregoing includes, and Assignor hereby assigns and transfers to Assignee, the goodwill connected with the use of and symbolized by the Assigned Trademarks.
2. Transfer. Upon execution of this Trademark Assignment, Assignor agrees to transfer to Assignee all electronic and print documentation relating to the Assigned Trademarks, including information pertaining to the application, registration and maintenance of the Assigned Trademarks, all quality control policies and procedures, correspondence and agreements with licensees, and any other documentation that relates to the manner of use of the Assigned Trademarks.
3. Authorization. Assignor authorizes and requests the Commissioner of the Patents and Trademarks of the United States and any relevant state or foreign trademark offices to record the Assignee as the assignee and owner of the Assigned Trademarks.
4. Attorney-in-Fact. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact and grants to Assignee the right to act in Assignor's name, place, and stead for the limited purposes of executing, delivering and recording any documents or instruments of assignment or other documents required in any country in which the Assigned Trademarks are located or filed.
5. Further Assistance and Assurances. Each Party hereto shall, from time to time and at all times hereafter, upon the request of the other Party hereto, do, execute, acknowledge, and

deliver or cause to be done, executed, acknowledged, and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to carry out the intent of this Trademark Assignment. Without limiting the foregoing, Assignor agrees, without additional consideration, to take further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Trademarks in the Assignee.


6. Entire Assignment; Amendments. This Trademark Assignment constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements. This Trademark Assignment may not be amended or modified, except by a written amendment signed by the Parties hereto.
7. Counterparts. This Trademark Assignment may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Trademark Assignment.

[Signatures Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first written above.

Integro Holdings Inc.,

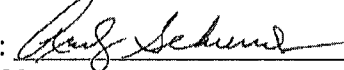
as Assignor

By: 
Name: Devin Taylor
Title: Secretary & General Counsel

ACKNOWLEDGED BY:



Integro Parent Inc.,

as Assignee

By: 
Name: Andrew Behrends
Title: Chief Financial Officer

SCHEDULE A


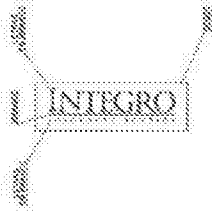
U.S. Federal Trademark Registrations and Applications:

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	INTEGRO 	86555486 3/6/2015	5065057 10/18/2016	Registered	INTEGRO HOLDINGS INC.
2.	INTEGRO	86117684 11/13/2013	4665827 1/6/2015	Registered	INTEGRO HOLDINGS INC.
3.	INTEGRO	78588344 3/16/2005	3115346 7/11/2006	Registered	INTEGRO HOLDINGS INC.
4.	INTEGRO INSURANCE BROKERS	87882270 4/18/2018	---	Registered	INTEGRO HOLDINGS INC.
5.	INTEGRO INSURANCE BROKERS 	78728748 10/7/2005	3393033 3/4/2008	Registered	INTEGRO HOLDINGS INC.
6.	INTEGRO INSURANCE BROKERS 	78728756 10/7/2005	3393034 3/4/2008	Registered	INTEGRO HOLDINGS INC.
7.	ROBERTSON TAYLOR	87316488 1/27/2017	5246480 7/18/2017	Registered	INTEGRO HOLDINGS INC.




Foreign Trademark Registrations and Applications:



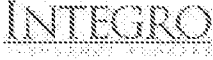
	Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	INTEGRO INSURANCE BROKERS	Argentina	3363222 10/27/2014	---	Abandoned	INTEGRO HOLDINGS INC.
2.	INTEGRO	Australia	1138590 9/29/2006	1138590 9/29/2006	Registered	INTEGRO LTD.
3.	Design Only 	Canada	1652175 11/15/2013	TMA913124 9/4/2015	Registered	INTEGRO HOLDINGS INC.
4.	Design Only 	Canada	1294784 3/22/2006	TMA696560 9/14/2007	Registered	INTEGRO HOLDINGS INC.
5.	Design Only 	Canada	1294790 3/22/2006	TMA693226 8/1/2007	Registered	INTEGRO HOLDINGS INC.
6.	Design Only	Canada	1294792	TMA693225	Registered	INTEGRO HOLDINGS INC.

	Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
			3/22/2006	8/1/2007		
7.	Design Only 	Canada	1294794 3/22/2006	TMA699296 10/23/2007	Registered	INTEGRO HOLDINGS INC.
8.	INTEGRO	Canada	1269157 8/18/2005	TMA682290 2/23/2007	Registered	INTEGRO HOLDINGS INC.
9.	Design Only 	Canada	1267443 8/5/2005	TMA682244 2/23/2007	Registered	INTEGRO HOLDINGS INC.
10.	Design Only 	Canada	1718793 3/11/2015	---	Abandoned	INTEGRO HOLDINGS INC.
11.	INTEGRO INSURANCE BROKERS	Bermuda	45696 6/20/2006	---	Pending	INTEGRO HOLDINGS INC.

	Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
12.	INTEGRO	Bermuda	42011 5/17/2005	---	Pending	INTEGRO HOLDINGS INC.
13.	INTEGRO	Costa Rica	2016-0008955 9/13/2016	---	Pending	INTEGRO HOLDINGS INC.
14.	INTEGRO INSURANCE BROKERS 	Brazil	828264740 3/14/2006	828264740 6/17/2008	Registered	INTEGRO HOLDINGS INC.
15.	INTEGRO INSURANCE BROKERS 	Brazil	828264791 3/14/2006	828264791 6/17/2008	Registered	INTEGRO HOLDINGS INC.
16.	INTEGRO INSURANCE BROKERS	Brazil	828264775 3/14/2006	828264775 6/17/2008	Registered	INTEGRO HOLDINGS INC.

Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
					
17. INTEGRO INSURANCE BROKERS 	Brazil	828264783 3/14/2006	828264783 6/17/2008	Registered	INTEGRO HOLDINGS INC.
18. INTEGRO	Colombia	05049060 5/20/2005	325310 10/27/2006	Registered	INTEGRO HOLDINGS INC.
19. INTEGRO	Ecuador	2016-78141 9/30/2016	---	Pending	INTEGRO HOLDINGS INC.
20. INTEGRO	Peru	679833-2016 10/10/2016	---	Pending	INTEGRO HOLDINGS INC.
21. INTEGRO	Peru	679834-2016	---	Pending	INTEGRO HOLDINGS INC.

Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
		10/10/2016			
22. INTEGRO 	Venezuela	2015-000997 1/28/2015	---	Pending	INTEGRO HOLDINGS INC.
23. INTEGRO	Venezuela	2006-011144 5/26/2006	---	Pending	INTEGRO HOLDINGS INC.
24. INTEGRO 	EU	13849906 3/19/2015	13849906 7/30/2015	Registered	INTEGRO HOLDINGS INC.
25. INTEGRO COMPLEXITY DECODED	EU	13849872 3/19/2015	13849872 7/2/2015	Registered	INTEGRO HOLDINGS INC.

	Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
						
26.	INTEGRO/ 	EU	12325114 11/19/2013	12325114 3/28/2014	Registered	INTEGRO HOLDINGS INC.
27.	INTEGRO INSURANCE BROKERS 	EU	4946026 3/8/2006	4946026 2/9/2007	Registered	INTEGRO HOLDINGS INC.
28.	INTEGRO	EU	4683934 10/13/2005	4683934 8/23/2006	Registered	INTEGRO HOLDINGS INC.
29.	INTEGRO	WIPO <i>With protection extended to South Korea</i>	1311454 7/12/2016	1311454 7/12/2016	Registered	INTEGRO HOLDINGS INC.