

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRO HOLDINGS INC.		01/17/2019	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: 2			
Property Type	Number	Word Mark	
Serial Number:	87882270	INTEGRO INSURANCE BROKERS	
Serial Number:	88103625	INTEGRO SHIELD	
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		
Total Attachments: 3			
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OP \$65.00 87882270

FIRST AMENDMENT TO TRADEMARK ASSIGNMENT

This FIRST AMENDMENT TO TRADEMARK ASSIGNMENT (this “**First Amendment**”) is made and entered into as of January 17, 2019, by and between Integro Holdings Inc., a Delaware corporation (“**Assignor**”), and Integro Parent Inc., a Delaware corporation (“**Assignee**”). Assignor and Assignee shall be referred to herein collectively as the “**Parties**” and each individually, a “**Party**.” Capitalized terms used but not defined herein shall have those meanings ascribed to them in the “**Trademark Assignment**” (as defined below).

W I T N E S S E T H:

WHEREAS, the Parties entered into that certain trademark assignment agreement (the “**Trademark Assignment**”), dated as of October 11, 2018, by and between Assignor and Assignee, pursuant to which Assignee acquired, and Assignor transferred, all of the right, title and interest in and to the Assigned Trademarks, as set forth in Schedule A of the Trademark Assignment; and

WHEREAS, the Parties desire to amend the Trademark Assignment.

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

1. Amendment and Assignment. Schedule A of the Trademark Assignment is hereby amended to include the following two (2) U.S. federal trademark applications (the “**Additional Trademarks**”):

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
INTEGRO INSURANCE BROKERS	87882270 4/18/2018	N/A	Pending Application	INTEGRO HOLDINGS INC.
INTEGRO SHIELD	88103625 9/4/2018	N/A	Pending Application	INTEGRO HOLDINGS INC.

and Assignor hereby transfers to Assignee, all right, title and interest in and to the Additional Trademarks and all goodwill connected with the use of and symbolized by the Additional Trademarks on the same terms as if the Additional Trademarks had been included on Schedule A of the Trademark Assignment as of its execution by the Parties.

2. Effect on Trademark Assignment. Except as specifically modified herein, the terms of the Trademark Assignment shall continue in full force and effect.
3. Counterparts. This First Amendment 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

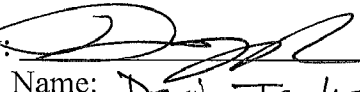
together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the First Amendment.

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

Integro Holdings Inc.,

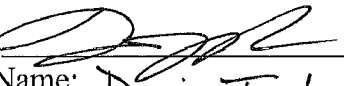
as Assignor

By: 
Name: Devin Taylor
Title: Secretary

ACKNOWLEDGED BY:

Integro Parent Inc.,

as Assignee

By: 
Name: Devin Taylor
Title: Asst. Secretary