

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Willis North America Inc.		01/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LP Insurance Services, LLC		
Street Address:	6000 Cochran Road		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4391713	LOAN PROTECTOR	
Registration Number:	3165150	LOAN PROTECTOR INSURANCE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-696-5663		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Patrick F. Clunk c/o-Tucker Ellis LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	15444-00005 & 000006		
NAME OF SUBMITTER:	Patrick F. Clunk		
SIGNATURE:	/Patrick F. Clunk/		
DATE SIGNED:	03/13/2019		
Total Attachments: 5			
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OP \$65.00 4391713

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ASSIGNMENT OF SERVICE MARKS

This ASSIGNMENT OF SERVICE MARKS (this “**Assignment**”), is made and effective as of January 31, 2018, by Willis North America Inc., a Delaware corporation (“**Assignor**”) and LP Insurance Services, LLC, an Ohio limited liability company (“**Assignee**”).

RECITALS

A. Assignor is the owner of each of the service marks, registered or unregistered, service mark registrations, and service mark applications related thereto (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A (the “**Service Marks**”).

B. Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of January 4, 2018 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase the Loan Protector Business Intellectual Property from Assignor, including all right, title and interest in and to the Service Marks.

AGREEMENT

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

1. Assignment. Effective upon Closing, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all right, title and interest in and to the Service Marks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances. Upon Assignee’s reasonable request, Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee’s interest in and to the Service Marks, and prosecution or defense of any interference, opposition, cancellation, infringement or other Claim that may arise in connection with the Service Marks, including testifying as to any facts relating to the Service Marks and this Assignment. If Assignee is unable for any reason to secure Assignor’s signature to any document it is entitled to hereunder, Assignor hereby irrevocably designates and appoints Assignee, and Assignee’s duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor will not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby authorizes and requests any applicable Governmental Entity to issue any and all registrations from any and all applications for registration included in the Service Marks to and in the name of Assignee.

4. Entire Agreement. This Assignment, together with the Purchase Agreement, contains and constitutes the entire agreement and understanding between the parties hereto and cancel and supersede all prior and contemporaneous agreements and understandings relating to the subject matter hereof, whether written or oral. Any agreement made after the date of this Assignment is ineffective to modify or amend the terms of this Assignment, in whole or in part, unless that agreement is in writing, is signed by the parties to this Assignment, and specifically states that such agreement modifies this Assignment.

5. Relationship to Purchase Agreement. The terms of the Purchase Agreement (including the definition and usage provisions where capitalized terms are used but not defined herein) are incorporated herein by this reference, and will not be superseded by this Assignment, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

6. Counterparts. This Assignment may be executed in two (2) or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall become effective when each party hereto shall have received counterparts thereof signed and delivered (by telecopy or other electronic means) by the other party hereto.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

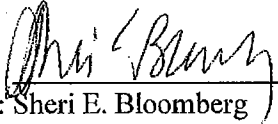
8. Notices. All notices or other communications required or permitted hereunder shall be made in accordance with the terms of the Purchase Agreement.

[Remainder of page blank. Signature page follows.]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

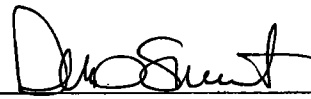
ASSIGNOR:

WILLIS NORTH AMERICA INC.

By: 
Name: Sheri E. Bloomberg
Title: Vice-President

ASSIGNEE:

LP INSURANCE SERVICES, LLC

By: 
Name: Dennis Swit
Title: Member

[Assignment of Service Marks]

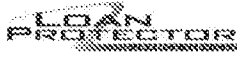
**TRADEMARK
REEL: 006589 FRAME: 0605**

SCHEDULE A
SERVICE MARKS

Registered Servicemarks:

LOAN PROTECTOR

Word Mark	LOAN PROTECTOR
Goods and Services	IC 036. US 100 101 102. G & S: insurance agency services. FIRST USE: 20000201. FIRST USE IN COMMERCE: 20000201
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85820781
Filing Date	January 11, 2013
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	June 11, 2013
Registration Number	4391713
Registration Date	August 27, 2013
Owner	(REGISTRANT) Willis of Ohio, Inc. DBA Loan Protector Insurance Services CORPORATION OHIO 6000 Cochran Road Solon OHIO 44139 (LAST LISTED OWNER) WILLIS NORTH AMERICA INC. CORPORATION DELAWARE 26 CENTURY BOULEVARD, SUITE 7S NASHVILLE TENNESSEE 37214
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Partick J. Concannon
Prior Registrations	3165150
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "LOAN" APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL



Word Mark LOAN PROTECTOR INSURANCE SERVICES

Goods and Services IC 036. US 100 101 102. G & S: insurance agency services. FIRST USE: 20000201. FIRST USE IN COMMERCE: 20000201

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

Serial Number 78763493

Filing Date November 30, 2005

Current Basis 1A

Original Filing Basis 1A

Published for Opposition August 15, 2006

Registration Number 3165150

Registration Date October 31, 2006

Owner (REGISTRANT) Loan Protector General Agency, Inc CORPORATION OHIO 6325 Cochran Road, Suite 1 Solon OHIO 44139

(LAST LISTED OWNER) WILLIS NORTH AMERICA INC. CORPORATION DELAWARE 26 CENTURY BOULEVARD, SUITE 7S NASHVILLE TENNESSEE 37214

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Maria A. Scungio

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "LOAN" and "INSURANCE SERVICES" APART FROM THE MARK AS SHOWN

Description of Mark The color(s) dark blue-purple, purple and white is/are claimed as a feature of the mark. The mark consists of A purple gradient swoosh line that intersects the letter A and T in the words Loan Protector. Within the swoosh line are the white colored, capitalized words Insurance Services. The words Loan Protector are dark blue-purple and capitalized. The L and P within Loan Protector are taller than the rest of the letters. The word Loan is on top of the word Protector. Insurance Services is under the word Protector.

Type of Mark SERVICE MARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20161231.

Renewal 1ST RENEWAL 20161231