

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling & Sterling LLC		02/27/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	AssuredPartners Aerospace, LLC		
Street Address:	200 Colonial Parkway, Suite 150		
City:	Lake Mary		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87797826	ARSCHOICE	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	mwilkes@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	MEREDITH M. WILKES		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	049019-600055		
NAME OF SUBMITTER:	Meredith M. Wilkes		
SIGNATURE:	/Meredith M. Wilkes/		
DATE SIGNED:	03/28/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of February 27, 2019, is made by **STERLING & STERLING LLC** (“**Seller**”), a New York limited liability company, located at 135 Crossways Park Drive, Suite 300, Woodbury, New York 11779, in favor of **ASSURED PARTNERS AEROSPACE, LLC** (“**Buyer**”), a Colorado limited liability company, located at 200 Colonial Parkway, Suite 150, Lake Mary, Florida 32746, the purchaser of certain assets of Seller pursuant to an Account Acquisition Agreement by and between Buyer and Seller, dated as of February 27, 2019 (the “**Purchase Agreement**”). Buyer and Seller are sometimes referred to in this Trademark Assignment individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/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, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

STERLING & STERLING LLC

By: 

Name: Jillian Menna

Title: General Counsel

Address for Notices:

Sterling & Sterling LLC DBA SterlingRisk
135 Crossways Park Drive, Suite 300
Woodbury, New York 11779
Attn: Jillian Menna, General Counsel

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

ASSUREDPARTNERS AEROSPACE, LLC

By: 

Name: William B. Behan

Title Chief Executive Officer

Address for Notices:

AssuredPartners Aerospace, LLC

c/o AssuredPartners, Inc.

200 Colonial Center Parkway, Suite 150

Lake Mary, Florida 32746

Attn: Stan K. Kinnett II, General Counsel & Executive
Vice President

TRADEMARK

REEL: 006602 FRAME: 0640

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

ARSCOICE

Word Mark ARSCOICE
Goods and Services IC 036. US 100 101 102. G & S: Insurance agency and brokerage services; insurance underwriting in the field of aviation and aviation repair stations; insurance brokerage services; aviation insurance underwriting; aviation insurance brokerage services; aviation repair station insurance brokerage services
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 87797826
Filing Date February 14, 2018
Current Basis 1B
Original Filing Basis 1B
Published for Opposition August 14, 2018
Owner (APPLICANT) Sterling & Sterling LLC LIMITED LIABILITY COMPANY NEW YORK 135 Crossways Park Drive Woodbury NEW YORK 11797
Attorney of Record Anthony E. Bennett
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE