

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACTIVE INSURANCE AGENCY, INC.		02/01/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	PRONTO GENERAL AGENCY, LTD.		
Street Address:	805 MEDIA LUNA ST., SUITE 400		
City:	BROWNSVILLE		
State/Country:	TEXAS		
Postal Code:	78520		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2208730	ACTIVE	
Registration Number:	4375471	ACTIVE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813308		
Email:	ipdocketing@sidley.com		
Correspondent Name:	JULIA M. CHESTER		
Address Line 1:	2021 MCKINNEY AVENUE, SUITE 2000		
Address Line 4:	DALLAS, TEXAS 75201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	03/28/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) effective February 1, 2019 (“Effective Date”) is by and between ACTIVE INSURANCE AGENCY, INC., an Illinois corporation, having a principle business address of 1034 N. Ashland Ave, Chicago, IL 60622 (“Assignor”) and Pronto General Agency, Ltd., a Texas limited partnership, having a principle business address of 805 Media Luna St., Ste 400, Brownsville, Texas 78520 (“Assignee”). Collectively, Assignor and Assignee are referred to herein as “the Parties”.

WHEREAS, Assignor owns the trademark described on Schedule A attached hereto (the “Trademark”); and

WHEREAS, Assignee now desires to acquire all right, title and interest in and to the Trademark;

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

1. Assignor hereby sells, assigns, and transfers, and Assignee accepts, all worldwide right, title and interest in and to the Trademark, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing. Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the Trademark, the same as would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor represents and warrants that no assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been executed by Assignor in favor of any third party, and that the full right to convey the Trademark herein is possessed by Assignor. In addition, Assignor confirms that it will not challenge the validity, or assist others in challenging the validity or enforceability, of the Trademark. To the Assignor’s best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark.

3. Assignor hereby covenants and agrees that it will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect the purpose of this Assignment, without additional consideration. Assignor will communicate to Assignee all facts known to it relating to the Trademark, and do all acts necessary to assist Assignee to maintain and enforce the Trademark, and to perform such other acts as Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world.

4. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

5. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment.

6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.

7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing to be legally effective.

8. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Illinois, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Illinois.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

PRONTO GENERAL AGENCY, LTD.

By: 

Name: Jorge Barcena

Title: CEO

ACTIVE INSURANCE AGENCY, INC.

By: _____

Name: _____

Title: _____

4. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

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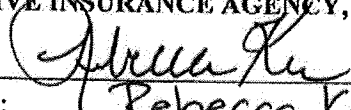
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IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

PRONTO GENERAL AGENCY, LTD.

By: _____
Name: Jorge Barcena
Title: CEO

ACTIVE INSURANCE AGENCY, INC.

By: 
Name: Rebecca Korach
Title: Secretary

SCHEDULE A

TRADEMARK	SERIAL NO.	REGISTRATION NO.	IN CONTINUOUS USE SINCE
Active (stylized)	75362041	2208730	10/29/1993
ACTIVE	85785985	4375471	7/30/2013