

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/21/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pukka Software		05/21/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Hagerty Group, LLC		
Street Address:	141 River's Edge Drive		
Internal Address:	Suite 200		
City:	Traverse City		
State/Country:	MICHIGAN		
Postal Code:	49684		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4595933	RACEHERO	
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>			
Phone:	2317140100		
Email:	amanda@revisionlegal.com		
Correspondent Name:	Amanda Osorio		
Address Line 1:	444 Cass St.		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	Amanda Osorio		
SIGNATURE:	/Amanda Osorio/		
DATE SIGNED:	05/22/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), is made by Pukka Software, a California Corporation ("Assignor"), in favor of The Hagerty Group, LLC, a Delaware Limited Liability Company ("Assignee") (together, "Parties") and is effective as of the date signed by both parties (the "Effective Date").

WHEREAS Assignor was the owner of the RACEHERO trademark (US Trademark Registration no. 4,595,933) and all common law rights in and to the RACEHERO trademark, ("the Mark") together with the goodwill of the business symbolized therein and associated therewith in connection with the goods and services with which the Mark is used;

WHEREAS Pursuant to an agreement of the parties, Assignor conveyed, transferred, assigned, delivered, and contributed to Assignee all of its right, title, and interest in and to the Marks on March 21, 2019;

WHEREAS the Parties desire to record this Assignment of rights and ownership with the United States Trademark Office;

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

1. Assignment. Assignor hereby conveys, transfers, assigns, delivers, and contributes *Nunc Pro Tunc* to Assignee:

- a. Ownership of USPTO Trademark Registration no. 4,595,933;
- b. All worldwide rights, title, and interest of any kind in the Mark together with the goodwill of the business inherent thereto;
- 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, or after the Effective Date, 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

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

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

5. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Michigan, United States of America, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.


ASSIGNOR:

Pukka Software,
a California Corporation

By: 
Brian Ghidinelli, Founder

ASSIGNEE:

The Hagerty Group, LLC,
a Delaware Limited Liability Company

By: 
Barbara Matthews, General Counsel

5/21/2019