

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Point Group, Inc.		05/01/2018	Corporation:
RECEIVING PARTY DATA			
Name:	PointeNorth Insurance Group, LLC		
Street Address:	1100 Circle 75 Parkway, Suite 140		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4036713	INSURCOR	
Registration Number:	3840684	MERRITT-MCKENZIE	
Registration Number:	3978932	POINTENORTH	
Registration Number:	3585486	SMARTER SOLUTIONS FOR INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	7704347376		
<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:	7704346868		
Email:	trademarkdocketing@taylorenghish.com		
Correspondent Name:	W. Scott Creasman		
Address Line 1:	1600 Parkwood Circle		
Address Line 2:	Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	W. Scott Creasman		
SIGNATURE:	/W. Scott Creasman/		
DATE SIGNED:	05/23/2019		
Total Attachments: 3			
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OP \$115.00 4036713

TRADEMARK ASSIGNMENT AGREEMENT

Effective as of May 1, 2018 (the "Effective Date"), North Point Group, Inc. (hereinafter referred to as "Assignor"), enters into this Trademark Assignment Agreement with PointeNorth Insurance Group, LLC (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the trademarks set forth on Exhibit A (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used;

WHEREAS, Assignor and Assignee are related entities; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Marks as of the Effective Date.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) or other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.
2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or their expense and charges, hereafter to execute all applications, amended specifications, deeds, instruments, or other documents, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to the Marks.
3. Assignor agrees, if requested, to cooperate with Assignee in connection with the protection of the Marks and enforcement of all rights associated with the Marks.
4. Assignor represents and warrants that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignee's ownership and use thereof following transfer by this Agreement.
5. The undersigned represents and warrants that he/she has full requisite authority to

execute this Assignment on behalf of party as indicated and to obligate such party to its terms.

ASSIGNOR:

North Point Group, Inc.

By: William H. Skeeles

William H. Skeeles [print name]

President/CEO [print title]

ASSIGNEE:

PointeNorth Insurance Group, LLC

By: William H. Skeeles

William H. Skeeles [print name]

President [print title]

EXHIBIT A

Registrations/Applications:

- * InsurCor – U.S. Reg. No. 4036713
- * MERRITT-MCKENZIE – U.S. Reg. No. 3840684
- * POINTENORTH – U.S. Reg. No. 3978932
- * SMARTER SOLUTIONS FOR INSURANCE – U.S. Reg. No. 3585486

Common Law Trademarks:

- * POINTENORTH
- * MERRITT-MCKENZIE
- * INSURCOR
- * SMARTER SOLUTIONS FOR INSURANCE