

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Insco Insurance Services, Inc.		05/31/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Liberty Mutual Insurance Company		
<b>Street Address:</b>	175 Berkeley Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2984552	THE INSCO DICO GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165750911		
<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>			
<b>Phone:</b>	(216) 781-1212		
<b>Email:</b>	trademarks@walterhav.com		
<b>Correspondent Name:</b>	Sean F. Mellino		
<b>Address Line 1:</b>	1301 East 9th Street, Ste 3500		
<b>Address Line 2:</b>	The Tower at Erievue		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1821		
<b>ATTORNEY DOCKET NUMBER:</b>	70004-075US-000		
<b>NAME OF SUBMITTER:</b>	Sean F. Mellino		
<b>SIGNATURE:</b>	/Sean F. Mellino/		
<b>DATE SIGNED:</b>	05/31/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of this 31<sup>st</sup> day of May, 2019, is made by **Insko Insurance Services, Inc.** ("**Assignor**" or "**Seller**"), a Corporation of California, located at 17771 Cowan, Suite 100, Irvine, California 92614, United States of America, in favor of **Liberty Mutual Insurance Company** ("**Assignee**" or "**Buyer**"), an insurance company domiciled in the Commonwealth of Massachusetts, located at 175 Berkeley Street, Boston, Massachusetts 02116, United States of America, (collectively "**the Parties**"), the purchaser of certain assets of Seller pursuant to the Master Stock and Asset Purchase Agreement between the Parties dated as of April 15, 2019 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset 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 the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

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1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

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(a) the trademark registration set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor 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, 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.

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2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

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3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. The

representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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

INSCO INSURANCE SERVICES, INC.

DocuSigned by:  
By: *Barry Moses*  
Name: Barry Moses  
Title: Secretary


AGREED TO AND ACCEPTED:

LIBERTY MUTUAL INSURANCE COMPANY

DocuSigned by:  
By: *Scott Schrum*  
Name: Scott Schrum  
Title: Senior Intellectual Property Counsel

**SCHEDULE 1  
ASSIGNED TRADEMARK**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
	United States of America	2,984,552	August 16, 2005