

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529580

<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>
USAgencies, L.L.C.		09/16/2013	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USAgencies Management Services, Inc.		
<b>Street Address:</b>	5151 Plank Rd		
<b>City:</b>	Baton Rouge		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70805		
<b>Entity Type:</b>	Corporation: LOUISIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2354505	USAGENCIES	
<b>Registration Number:</b>	2378677	USAGENCIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7145469035		
<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>	714-641-5100		
<b>Email:</b>	lweiland@rutan.com		
<b>Correspondent Name:</b>	RUTAN & TUCKER, LLP		
<b>Address Line 1:</b>	611 ANTON BLVD, SUITE 1400		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Lindy M. Herman		
<b>SIGNATURE:</b>	/Lindy M. Herman/		
<b>DATE SIGNED:</b>	06/27/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is dated as of September 30, 2013 and is effective immediately prior to the closing of the transactions contemplated by that certain Stock and Asset Purchase Agreement (the "Agreement"), dated September 16, 2013, by and among Confie Insurance Group Holdings, Inc., a Delaware corporation, Confie Seguros Holding II Co., a Delaware corporation, Affirmative Insurance Holdings, Inc., a Delaware corporation, Affirmative Services, Inc., a Texas corporation and the Assignee (as defined below).

WHEREAS, USAgencies, L.L.C., a Louisiana limited liability company (the "Assignor"), is the owner of the trademarks set forth on Exhibit A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to USAgencies Management Services, Inc., a Louisiana corporation (the "Assignee"), and the Assignee has agreed to accept such assignment; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Marks to the Assignee.

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

1. The Assignor does hereby sell, assign, transfer, covey and deliver to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made (collectively, "All Marks").

2. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

3. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

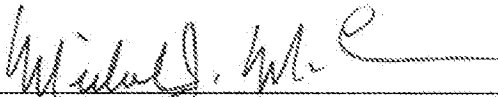
**ASSIGNOR:**

**USAGENCIES, L.L.C.**

By:   
Name: Michael J. McClure  
Title: Acting Chief Executive Officer


**ASSIGNEE:**

**USAGENCIES MANAGEMENT SERVICES,  
INC.**

By:   
Name: Michael J. McClure  
Title: Acting Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**EXHIBIT A**

<b>Registered Trademarks</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner</b>
USAGENCIES and Design 	75-589294 November 16, 1998	2,378,677 (August 22, 2000)	USAgencies, L.L.C. (Louisiana Corp.) Addison, Texas
USAGENCIES	75-480510 May 6, 1998	2,354,505 (June 6, 2000)	USAgencies, L.L.C. (Louisiana Corp.) Addison, Texas

