

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USAgencies Management Services, Inc.		09/30/2013	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	Confie Insurance Group Holdings, Inc.		
Street Address:	7711 Center Avenue, Suite 200		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92647		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2354505	USAGENCIES	
Registration Number:	2378677	USAGENCIES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	714-641-5100		
Email:	lweiland@rutan.com		
Correspondent Name:	RUTAN & TUCKER, LLP		
Address Line 1:	611 ANTON BLVD, SUITE 1400		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
NAME OF SUBMITTER:	Lindy M. Herman		
SIGNATURE:	/Lindy M. Herman/		
DATE SIGNED:	06/27/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), effective as of September 30, 2013 (the "Effective Date"), is by and between:

USAgencies Management Services, Inc., a Louisiana corporation, with its principal place of business at 150 Harvester Dr., Burr Ridge, IL 60527 (the "Assignor"),

and

Confie Insurance Group Holdings, Inc., a Delaware corporation, with its principal place of business at 7711 Center Avenue, Suite 200, Huntington Beach, CA 92647 (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule 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 and associated goodwill to the Assignee, and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Stock and Asset Purchase Agreement by and among the Assignor, the Assignee and certain other parties thereto dated as of September 16, 2013 (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks and associated goodwill relate, and that such business is ongoing; 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 and associated goodwill to the Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, 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, convey 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. With respect to any registered Marks, Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment. The Assignor hereby further requests the Director and his or her

non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. 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.

4. 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.

5. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

6. 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.

7. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

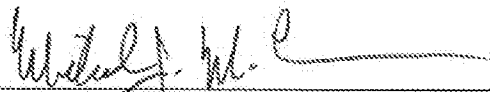
8. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

* * *

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 MANAGEMENT SERVICES, INC.

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

ASSIGNEE:

CONFIE INSURANCE GROUP HOLDINGS, INC.

By: _____
Name: Joseph Waked
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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

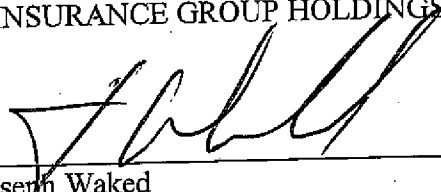
ASSIGNOR:

USAGENCIES MANAGEMENT SERVICES, INC.


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

ASSIGNEE:

CONFIE INSURANCE GROUP HOLDINGS, INC.

By:  _____
Name: Joseph Waked
Title: Chief Executive Officer

Schedule A
Trademarks

Registered Trademarks	Application Number (Application Date)	Registration Number (Registration Date)	Owner
USAGENCIES and Design 	75-589294 November 16, 1998	2,378,677 (August 22, 2000)	USAgencies Management Services, Inc. (Louisiana Corp.)
USAGENCIES	75-480510 May 6, 1998	2,354,505 (June 6, 2000)	USAgencies Management Services, Inc. (Louisiana Corp.)

