

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536538

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fireman's Fund Insurance Company		08/09/2019	Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	R.V. Nuccio & Associates Insurance Brokers, Inc.
Street Address:	10148 Riverside Drive
City:	Toluca Lake
State/Country:	CALIFORNIA
Postal Code:	91602
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2224759	BARMITZVAHSURANCE
Registration Number:	2229543	CELEBRATIONSURANCE
Registration Number:	2494179	WEDDINGSURANCE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 310-467-5855
Email: speterson@coreyfieldlaw.com
Correspondent Name: Stina Peterson
Address Line 1: 8033 W. Sunset Blvd.
Address Line 2: Suite 978
Address Line 4: Hollywood, CALIFORNIA 90046

NAME OF SUBMITTER:	Stina Peterson
SIGNATURE:	/Stina Peterson/
DATE SIGNED:	08/14/2019

Total Attachments: 7

source=Trademark Assignment Agreement (fully executed) Fireman's Fund__R.V. Nuccio#page1.tif
 source=Trademark Assignment Agreement (fully executed) Fireman's Fund__R.V. Nuccio#page2.tif

OP \$90.00 2224759

source=Trademark Assignment Agreement (fully executed) Fireman's Fund__R.V. Nuccio#page3.tif
source=Trademark Assignment Agreement (fully executed) Fireman's Fund__R.V. Nuccio#page4.tif
source=Trademark Assignment Agreement (fully executed) Fireman's Fund__R.V. Nuccio#page5.tif
source=Trademark Assignment Agreement (fully executed) Fireman's Fund__R.V. Nuccio#page6.tif
source=Trademark Assignment Agreement (fully executed) Fireman's Fund__R.V. Nuccio#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of August 9, 2019 (the "Effective Date"), by and between FIREMAN'S FUND INSURANCE COMPANY, a property and casualty insurance company domiciled in the State of California ("Assignor") and R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC., an insurance broker organized under the laws of the State of California ("Assignee") (each of Assignor and Assignee, a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the Assignee, as a broker for Assignor, has used certain trademarks owned by Assignor in the ordinary course of selling Assignor's insurance products;

WHEREAS, the Assignor no longer desires to maintain its ownership of certain of the trademarks so used by Assignee;

WHEREAS, upon the terms and subject to the conditions set forth herein, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the trademark registrations and applications set forth on Schedule A attached hereto and the goodwill associated therewith (the "Transferred Trademarks").

NOW, THEREFORE, for and in consideration of these premises and the promises and the mutual agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. The following terms, when used in this Agreement, shall have the respective meanings set forth in this Section 1.1.

- (a) "Agreement" has the meaning set forth in the Preamble.
- (b) "Assignee" has the meaning set forth in the Preamble.
- (c) "Assignor" has the meaning set forth in the Preamble.
- (d) "Effective Date" has the meaning set forth in the Preamble.
- (e) "Party" has the meaning set forth in the Preamble.
- (f) "Transferred Trademarks" has the meaning set forth in the Recitals.

Section 1.2 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (i) words in the singular shall be held to include the plural and vice versa; (ii) references to Sections are references to the Sections of this Agreement unless otherwise specified; (iii) the terms "hereof", "herein", "hereby", "hereto" and "hereunder" and derivative or similar words refer to this entire Agreement as a whole and not to any particular provision hereof; (iv) the words "include", "includes", "including" and words of similar import when used in this Agreement shall be deemed to be followed by the words "without limitation"; and (v) a reference to any Party includes such Party's permitted successors and assigns.

ARTICLE 2

ASSIGNMENT OF TRANSFERRED TRADEMARKS

Section 2.1 Assignment of Transferred Trademarks. In consideration of the terms and conditions of this Agreement and the payment of \$1 by Assignee, Assignor hereby irrevocably conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in the United States of America in, to and under the Transferred Trademarks, including (a) all of the goodwill associated therewith and symbolized thereby and (b) the right to sue for all past, present and future infringement thereof and to settle and retain proceeds from any such actions.

Section 2.2 Authorization. Assignor hereby authorizes and requests that the Commissioner for Trademarks, or the applicable official, at the United States Patent and Trademark Office, and any other sovereign official holding a corresponding position of authority in any state, record Assignee as the assignee and the owner of all right, title, and interest in and to the Transferred Trademarks. Assignor shall take any and all reasonable actions, including the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's right, title and interest in and to the Transferred Trademarks, provided that Assignee shall pay for, or reimburse Assignor for, any out-of-pocket expenses incurred in connection with the foregoing.

Section 2.3 Duty to File. Within ten (10) days of the Effective Date, the Assignee shall cause the Recordation Form Cover Sheet Form: PTO-TM-1594 to be filed with the United States Patent & Trademark Office. Assignor shall cooperate with such filing to the extent commercially reasonable, provided, that Assignee shall pay any out-of-pocket costs incurred, or to be incurred, by Assignor in connection with such cooperation.

Section 2.4 NO WARRANTIES: LIMITS ON LIABILITY. THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE TRANSFERRED TRADEMARKS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY OF ANY KIND. ASSIGNOR AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ASSIGNOR'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO ASSIGNOR UNDER THIS AGREEMENT. THE PARTIES AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES,

IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSFERRED TRADEMARKS, HOWEVER CAUSED, EVEN IF THE PARTIES WERE AWARE OF THE POSSIBILITY OF THOSE DAMAGES OR THEY WERE FORESEEABLE.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Notices. All notices, requests, consents, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by electronic mail (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following respective addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.1):

- (a) To Assignor: Fireman's Fund Insurance Company
c/o Allianz Global Risks US Insurance Company
225 W. Washington St., Suite 1800
Chicago, Illinois 60606
Attention: General Counsel
- (b) To Assignee: R.V. Nuccio & Associates Insurance Brokers, Inc.
10148 Riverside Drive
Toluca Lake, California 91602
Attention: Kerri Nuccio

Any Party may, by notice given in accordance with this Section 3.1 to the other Party, designate another address or person for receipt of notices hereunder, provided, that notice of such a change shall be effective upon receipt.

Section 3.2 Entire Agreement; Conflict. This Agreement, together with the Schedules hereto, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of Assignor and Assignee with respect to the subject matter of this Agreement.

Section 3.3 Waivers and Amendment. No provision of this Agreement may be amended, supplemented or modified except by a written instrument signed by both of the Parties. No provision of this Agreement may be waived except by a written instrument signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

Section 3.4 Governing Law. This Agreement shall be governed by and construed

in accordance with the laws of the State of Illinois without regard to such State's principles of conflict of law that could compel the application of the laws of another jurisdiction.

Section 3.5 Execution in Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 3.6 No Presumption. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

FIREMAN'S FUND INSURANCE COMPANY

By: Lauren Bailey
Name: Lauren Bailey
Title: Global Head of Entertainment


By: _____
Name:
Title:

R.V. NUCCIO & ASSOCIATES INSURANCE
BROKERS, INC.

By: Robert V. Nuccio
Name: Robert V. Nuccio
Title: President

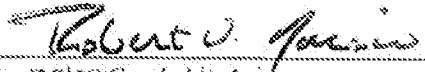
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

FIREMAN'S FUND INSURANCE COMPANY

By: 
Name: Julie A. Harrison
Title: SVP/General Counsel

By: _____
Name: _____
Title: _____

**R.V. NUCCIO & ASSOCIATES INSURANCE
BROKERS, INC.**

By: 
Name: Robert V. Nuccio
Title: President

SCHEDULE A
Transferred Trademarks

Name	Registration No.	Jurisdiction
BARMITZVAHSURANCE	2224759	United States of America
CELEBRATIONSURANCE	2229543	United States of America
WEDDINGSURANCE	2494179	United States of America