

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BH, LLC		10/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Columbia Insurance Company		
Street Address:	1314 Douglas Street, Suite 1400		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102-1944		
Entity Type:	Corporation: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4573969	BERKSHIRE INDEMNITY GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-626-4557		
Email:	NYCTrademarks@bakermckenzie.com		
Correspondent Name:	Lisa W. Rosaya		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10076245-50608765		
NAME OF SUBMITTER:	Lisa W. Rosaya		
SIGNATURE:	/Lisa W. Rosaya/		
DATE SIGNED:	10/15/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of the 10th day of April 2019 (the "Effective Date"), is entered into by and between BH, LLC, a Delaware limited liability company having an address at 10805 Old Mill Road, Omaha, Nebraska 68154 ("Assignor"), and Columbia Insurance Company, a Nebraska corporation having an address at 1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944 ("Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Assignor is the owner of the Assigned Trademarks and desires to assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith; and

WHEREAS, Assignee desires to accept from Assignor the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's entire right, title and interest in and to the Assigned Trademarks, as successor to the business or portion of the business of Assignor to which the Assigned Trademarks pertain, which business is ongoing and existing, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors and assigns, together with: (a) the goodwill associated therewith, (b) the right to apply for, make filings with respect to and maintain all registrations, applications and renewals thereof, and (c) the right to sue for and collect damages for past, present, and future infringements thereof and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Ownership; No Challenge. Assignor hereby acknowledges and agrees that from the Effective Date, Assignee shall be the exclusive owner of the Assigned Trademarks. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging in any jurisdiction (a) Assignee's right, title, and interest in and to the Assigned Trademarks or (b) Assignee's right to use and control the Assigned Trademarks.

3. Further Assurances. Assignor hereby agrees, from and after the Effective Date and without further consideration, to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Assigned Trademarks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Assigned Trademarks as Assignee shall reasonably request.

4. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.

5. Headings. The section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

6. Governing Law. The law of the State of Nebraska shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the schedules attached hereto, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Nebraska or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nebraska.

7. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or the application of any such provision to any person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

8. Entire Agreement. This Assignment contains the entire agreement and understanding between the Parties hereto and thereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings.

9. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the Parties. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

10. No Third Party Beneficiaries. This Assignment is for the sole benefit of the Parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give any person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

11. Counterparts. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment is irrevocable and effective when each Party hereto shall have received a counterpart hereof signed and duly delivered by the other Party hereto.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on its behalf by its duly authorized officer or representative, effective as of the Effective Date.

ASSIGNEE
COLUMBIA INSURANCE COMPANY

ASSIGNOR
BH, LLC

By: _____
Name: DMH Spahr
Title: Sd Vr

By: _____
Name: Jeffrey Silver
Title: Secretary

Schedule 1

List of Assigned Trademarks

Jurisdiction	Trademark	Reg. No.	Owner
United States	BERKSHIRE INDEMNITY GROUP	4573969	BH, LLC