

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLIED UNDERWRITERS, INC.		10/10/2019	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	NORTH AMERICAN CASUALTY CO.		
Street Address:	10805 Old Mill Road		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	Corporation: NEBRASKA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2781677	EQUITY COMP	
Registration Number:	2651867	APPLIED UNDERWRITERS	
Registration Number:	2659083	OMNEA	
Registration Number:	2777701	APPLIED EXPERIENCE.APPLIED INTELLIGENCE	
Registration Number:	2777688	EQUITY COMP	
Registration Number:	2777687	APPLIED UNDERWRITERS	
Registration Number:	2812457	APPLIED UNDERWRITERS	
Registration Number:	4512784	AMERICAN EMPLOYERS GROUP	
Registration Number:	3170483	PROMESA HEALTH	
Registration Number:	3188558	NORTH AMERICAN CASUALTY CO	
Registration Number:	3219014	PREMIER EXCLUSIVE	
Registration Number:	3223698	SOLUTIONONE	
Registration Number:	3267074	E P 2	
Registration Number:	5183875	PROMESA HEALTH REVIVE PROGRAM	
Registration Number:	3743553	APPLIEDRX	
Registration Number:	4219800	WE'RE IN CALIFORNIA IN A BIG WAY	
Registration Number:	4329756	IT PAYS TO GET A QUOTE FROM APPLIED	
Registration Number:	4380410	EXPECT BIG THINGS FROM APPLIED	
Registration Number:	4527170	PENNSYLVANIA INSURANCE COMPANY	
TRADEMARK			

CH \$690.00 2781677

Property Type	Number	Word Mark
Registration Number:	4527171	ILLINOIS INSURANCE COMPANY
Registration Number:	4570257	APPLIED UNDERWRITERS CAPTIVE RISK ASSURA
Registration Number:	4482887	EXPECT TO SAVE A THIRD OF YOUR BOOK 30%O
Registration Number:	4468120	LET'S GET TO WORK
Registration Number:	4573967	MIGHTY BIG HARVEST
Registration Number:	4468119	SEE MORE GREEN
Registration Number:	4468118	THE HARDEST WORKING WORKERS' COMPENSATIO
Registration Number:	4523526	COMMERCIAL GENERAL INDEMNITY

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 4152687000

Email: ksamia@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: 425 Market Street

Address Line 2: c/o Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 006480-169

NAME OF SUBMITTER: Jennifer Lee Taylor

SIGNATURE: /JLT2/

DATE SIGNED: 11/04/2019

Total Attachments: 6

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**AMENDED AND RESTATED
ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS AMENDED AND RESTATED ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") dated as of October 10, 2019 is made by APPLIED UNDERWRITERS, INC., a Nebraska Corporation ("AUI") to NORTH AMERICAN CASUALTY CO., a Nebraska Corporation ("NAC"). AUI and NAC are each a "Party" and collectively the "Parties".

WHEREAS United Insurance Company, a Cayman Island insurance company ("United") and Berkshire Hathaway Inc. ("Berkshire") entered into a Stock Purchase Agreement (the "Berkshire SPA") for the sale of Berkshire's AU Holding Company, Inc. ("AUHC Shares") for a purchase price of [REDACTED] (the "Berkshire AUHC Shares Purchase Price").

WHEREAS United assigned to Bernard Acquisition Company, LLC ("BAC") all of its right, title and interest in and to the Berkshire SPA pursuant to the Berkshire Assignment Agreement.

WHEREAS United and Sidney Ferenc ("Ferenc") entered into the Ferenc Stock Purchase Agreement (the "Ferenc SPA") for the sale the Ferenc AUHC Shares for a purchase price to be determined pursuant to certain "Valuation Procedures" (as defined in the Ferenc SPA), which procedures have determined that the purchase price for the Ferenc AUHC Shares is [REDACTED] (the "Ferenc AUHC Shares Purchase Price").

WHEREAS United assigned to BAC all of its right, title and interest in and to the Ferenc SPA pursuant to the Berkshire Assignment Agreement.

WHEREAS Menzies and AUHC entered into the BAC Assignment Agreement pursuant to which, on the Closing Date (but for the avoidance of doubt contingent upon the occurrence of the closing of the transactions contemplated in the Berkshire SPA), (a) BAC shall transfer to Menzies all of BAC's right, title and interest in and to the Berkshire SPA and the Ferenc SPA; (b) Menzies shall accept all of BAC's right, title and interest in and to the Berkshire SPA and the Ferenc SPA; (c) AUHC shall transfer to BAC all of AUHC's right, title and interest in and to all of the Applied Underwriters, Inc.'s ("AUI Shares") and (d) AUI shall assign certain intellectual property as may be identified therein to NAC and the Insurance Companies (if any).

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

1. Assignment. AUI hereby irrevocably assigns, transfers, bargains, conveys and sells all of its right, title and interest in and to the Marks (identified in Exhibit 1 attached hereto), the registrations for the Marks together with the goodwill of the business symbolized by the

Marks, all common law rights, and the right to renew, protect and defend the Marks and to sue for past infringement of the Marks.

2. Further Assurance. Upon the request of NAC, AUI shall properly take such further action and execute all such additional documents and instruments in connection with this Agreement as NAC in its reasonable discretion may deem necessary or advisable to enable NAC to exercise and enforce its rights and remedies hereunder with respect to this Agreement.

3. No Waiver. Any forbearance or failure or delay by NAC in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof.

4. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns except.

5. Governing Law. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION ARISING THEREFROM (WHETHER IN CONTRACT OR TORT OR OTHERWISE) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAW OF THE STATE OF NEBRASKA.**

6. Entire Agreement; Amendment. None of the terms or provisions of this Agreement may be amended, supplemented or otherwise modified except in writing signed by the Parties.

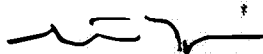
7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

APPLIED UNDERWRITERS, INC. ("AUI")

By:  _____

Name: STEVEN MENZIES

Title: PRESIDENT

**NORTH AMERICAN CASUALTY CO.
("NAC")**

By:  _____

Name: STEVEN MENZIES

Title: PRESIDENT

Mark	Reg. Date	Reg. No.
Equity Comp	11/11/2003	2,781,677
Coverage Dynamics	12/24/2002	2,666,192
Applied Underwriters (Plain)	11/19/2002	2,651,867
OMNEA	12/10/2002	2,659,083
Applied Experience-Applied Intelligence	10/28/2003	2,777,701
Equity Comp (Dog)	10/28/2003	2,777,688
Applied Underwriters (Dog)	10/28/2003	2,777,687
Applied Underwriters (Star)	02/10/2004	2,812,457
American Employers Group	04/08/14	4,512,784
Promesa Health	11/14/2006	3,170,483
California Insurance Co.	12/26/2006	3,188,557
North American Casualty Co.	12/26/2006	3,188,558
Premier Exclusive	03/13/2007	3,219,014
SolutionOne	04/03/2007	3,223,698
EP ²	07/24/2007	3,267,074
Promesa Health Revive Program	04/18/2017	5,183,875

Mark	Reg. Date	Reg. No.
AppliedRX	02/02/10	3,743,553
We're in California in a Big Way	10/09/12	4,219,800
BIG.COM	10/16/12	4,223,596
It Pays To Get A Quote From Applied	05/07/13	4,329,756
Expect Big Things From Applied	08/06/13	4,380,410
Berkshire Indemnity Group	07/29/2014	4,573,969
Continental Indemnity Company	Pending	
Pennsylvania Insurance Company	05/06/14	4,527,170
American Employers Group	04/08/14	4,512,784
Illinois Insurance Company	05/06/14	4,527,171
Applied Underwriters Captive Risk Assurance Company	07/22/14	4,570,257
Expect to Save a Third of Your Book 30% or More	02/18/14	4,482,887
Let's Get to Work	01/21/2014	4,468,120
Mighty Big Harvest	07/29/2014	4,573,967
See More Green	01/21/2014	4,468,119
The Hardest Working Workers' Compensation Insurance	01/21/2014	4,468,118
Commercial General Indemnity	04/29/2014	4,523,526

Mark	Reg. Date	Reg. No.
The Great Golf Give Away	05/27/2014	4,537,896
Applied Protects the Titans of Industry	03/03/15	4,693,692
Workers' Compensation Almanac	06/16/14	Txu 1-933-447
JumboGC	04/18/17	5,184,951

TRADEMARK

REEL: 006786 FRAME: 0696

RECORDED: 11/04/2019