

900526309 12/09/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM552499

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prall Underwriting Services, Inc. DBA: Primed Consulting-		02/11/2016	Corporation: NEW JERSEY

Pre-Line
JK

RECEIVING PARTY DATA

Name:	The Hilb Group of New Jersey, LLC
Street Address:	8720 Stony Point Pkwy
Internal Address:	Suite 125
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23235
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4912604	PRIMED

CORRESPONDENCE DATA

Fax Number: 9199814300
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: 919-981-4044
Email: jknapp@williamsmullen.com
Correspondent Name: Jacquelyn Knapp
Address Line 1: 301 Fayetteville Street
Address Line 2: Suite 1700
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Jacquelyn D. Knapp
SIGNATURE:	/jkn
DATE SIGNED:	12/09/2019

Total Attachments: 37
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“**Agreement**”) is dated as of February 11, 2016 (the “**Closing Date**”) and is by and among Pro-Line Underwriting Services, Inc., a New Jersey corporation (“**Seller**”); Prem G. Belani (“**Seller Principal**”); Harsh Patil and Natasha P. Belani, as Trustees of the Belani Legacy Trust, the sole shareholder of Seller (“**Seller Shareholder**”); and The Hilb Group of New Jersey, LLC, a Delaware limited liability company (“**Purchaser**”). Seller, Seller Principal, and Seller Shareholder are sometimes referred to individually herein as a “**Seller Party**” and collectively as the “**Seller Parties**”. Purchaser and the Seller Parties are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms not otherwise defined herein have the meaning assigned to such terms in Article 22.

BACKGROUND

WHEREAS, Seller is located in Ocean, New Jersey and is engaged in providing Company Business within the Restricted Territory;

WHEREAS, Seller Shareholder is the direct owner of all of the issued and outstanding equity of Seller, and such equity was transferred from Seller Principal on January 31, 2016;

WHEREAS, Purchaser is an indirect subsidiary of The Hilb Group, LLC, a Delaware limited liability company, which is a wholly owned subsidiary of THG Acquisitions, LLC, a Delaware limited liability company (“**Parent**”);

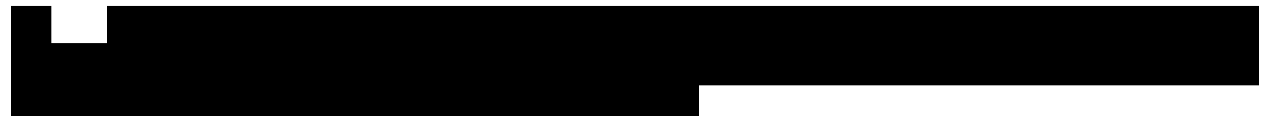
WHEREAS, the Seller Parties desire that Seller sell the Acquired Assets to Purchaser, and Purchaser desires to purchase the Acquired Assets from Seller, on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, to induce Purchaser to enter into this Agreement and consummate the transactions contemplated hereunder, each of the Seller Parties agrees to be bound by the Restrictive Covenants applicable to such Seller Party contained herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, agree as follows:

ARTICLE 1. SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined herein), Seller hereby sells, conveys, transfers, and irrevocably assigns and delivers to Purchaser, and Purchaser hereby purchases from Seller, effective as of the Effective Date (as defined herein), all right, title and interest in and to the Acquired Assets, free and clear of all Security Interests.



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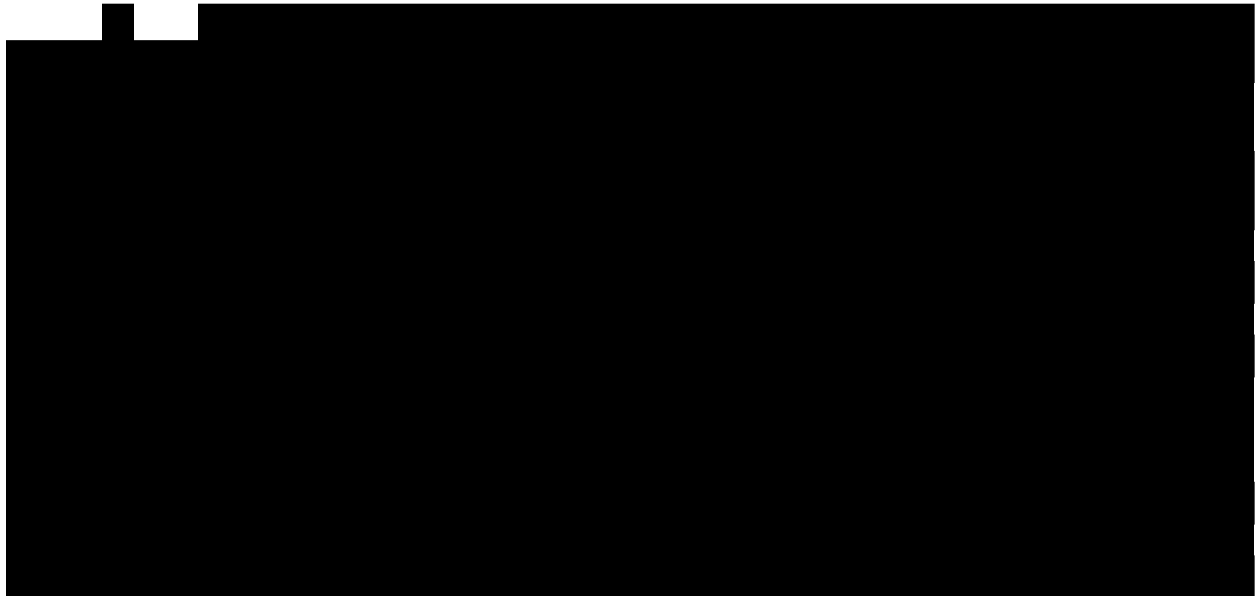
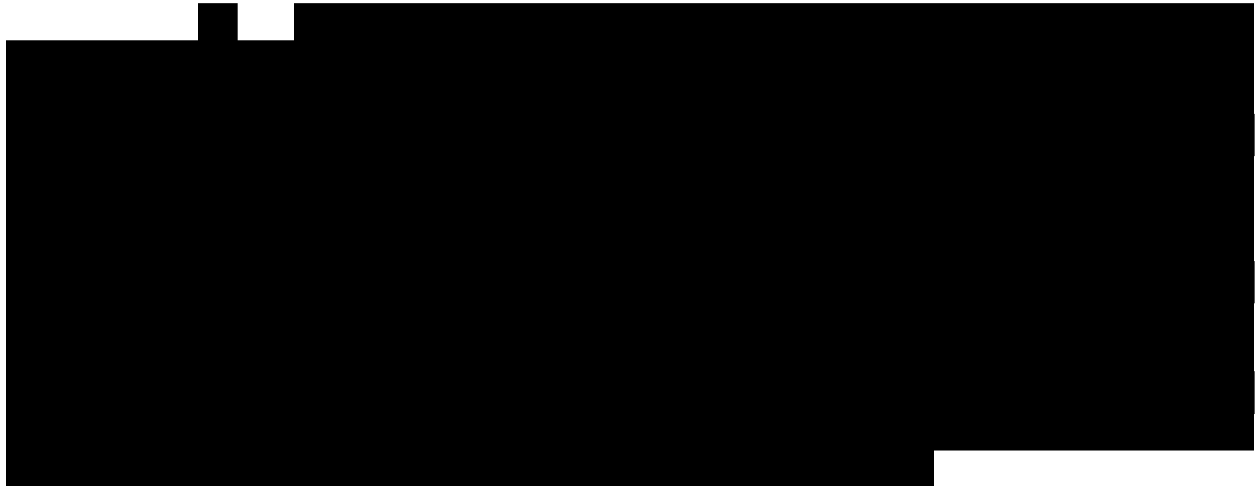
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ARTICLE 22. DEFINITIONS

Capitalized terms not defined elsewhere herein shall have the following meanings ascribed to them below:

[REDACTED]

[REDACTED]

“Acquired Assets” means all the assets of Seller including, but not limited to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(g) The Acquired Marks;

(h) Company Goodwill;

(i) The Seller Intellectual Property and all of the rights of Seller in any Seller Intellectual Property licensed by Seller, including, without limitation, the Domain Names set forth on Schedule 4.2(bb);

[REDACTED]

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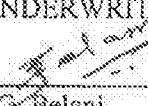


[SIGNATURE PAGE FOLLOWS]

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

SELLER:

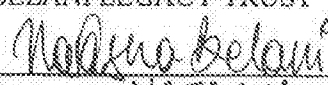
PRO-LINE UNDERWRITING SERVICES, INC.



By: Prem G. Belani
Title: President

SELLER SHAREHOLDER:

BELANI LEGACY TRUST



By: NATASHA BELANI
Title: TRUSTEE

SELLER PRINCIPAL:



Prem G. Belani

PURCHASER:

THE HILB GROUP OF NEW JERSEY, LLC

By: The Hilb Group Operating Company, LLC,
as Manager

By: Robert J. Hilb
Title: CEO

[Signature Page to Asset Purchase Agreement]

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

SELLER:

PRO-LINE UNDERWRITING SERVICES, INC.

By: _____
Title: _____

SELLER SHAREHOLDER:

BELANI LEGACY TRUST

By: _____
Title: _____

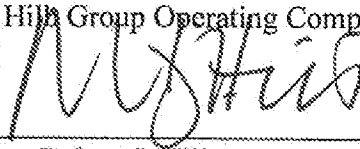
SELLER PRINCIPAL:

Prem G. Belani

PURCHASER:

THE HILB GROUP OF NEW JERSEY, LLC

By: The Hilb Group Operating Company, LLC,
as Manager



By: Robert J. Hilb
Title: CEO

[Signature Page to Asset Purchase Agreement]

SCHEDULE 4.2(bb)

Intellectual Property

1. U.S. Servicemark Application Serial No.86-634,566, submitted by Pro-Line Underwriting Services, Inc. for mark “PRIMED (STYLIZED/DESIGN)”, approved by U.S. Patent and Trademark Office on December 2, 2015.
2. Trade Names:
 - a. PriMed Consulting
 - b. Pro-Line Underwriting Services, Inc.