

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennium Corporate Solutions, LLC		09/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Foundation Risk Partners, Corp.		
Street Address:	1540 Cornerstone Blvd., Suite 230		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77103246	M	
Serial Number:	78880886	MILLENNIUM CORPORATE SOLUTIONS	
Serial Number:	77103242	MILLENNIUM CORPORATE SOLUTIONS	
Serial Number:	78880876	MILLENNIUM RISK MANAGEMENT AND INSURANCE	
Serial Number:	77103243	MILLENNIUM RISK MANAGEMENT AND INSURANCE	
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:	3862813763		
Email:	bknott@foundationrp.com		
Correspondent Name:	Brenda L. Knott		
Address Line 1:	1540 Cornerstone Blvd., Suite 230		
Address Line 4:	Daytona Beach, FLORIDA 32117		
NAME OF SUBMITTER:	Charles H. Lydecker		
SIGNATURE:	/Charles H. Lydecker/		
DATE SIGNED:	12/18/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) effective September 5, 2019 (“Effective Date”), is by and between Millennium Corporate Solutions, LLC, a Delaware limited liability company (“Assignor”), and Foundation Risk Partners, Corp., a Delaware corporation (“Assignee”). Collectively, Assignor and Assignee are referred to herein as “the Parties.”

WHEREAS, Assignor owns the trademarks described on Schedule A attached hereto (the “Trademarks”); and

WHEREAS, Assignee now desires to acquire all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, and transfers, and Assignee accepts, all worldwide right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing. Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the Trademarks, the same as would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor represents and warrants that no assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been executed by Assignor in favor of any third party, and that the full right to convey the Trademarks herein is possessed by Assignor. In addition, Assignor confirms that it will not challenge the validity, or assist others in challenging the validity or enforceability, of the Trademarks. To the Assignor’s best knowledge, there are no parties who are using any Trademark, own registrations or pending applications for registration of any Trademark and there are no pending cases before the court or national authorities, which may adversely affect any Trademark.

3. Assignor hereby covenants and agrees that it will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect the purpose of this Assignment, without additional consideration. Assignor will communicate to Assignee all facts known to it relating to the Trademarks, and do all acts necessary to assist Assignee to maintain and enforce the Trademarks, and to perform such other acts as

Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world.

4. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

5. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment.

6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.

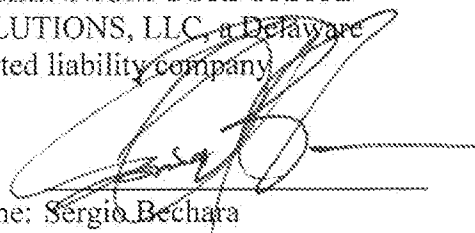
7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing to be legally effective.

8. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the Parties in the courts of Delaware.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

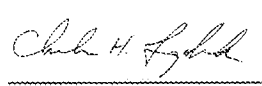
ASSIGNOR:

MILLENNIUM CORPORATE
SOLUTIONS, LLC, a Delaware
limited liability company

By: 
Name: Sergio Bechara
Title: Manager

ASSIGNEE:

FOUNDATION RISK PARTNERS,
CORP., a Delaware corporation

By: 
Name: Charles H. Lydecker
Title: Chief Executive Officer

SCHEDULE A

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
"M"	77103246	3483029	August 12, 2008
"MILLENNIUM CORPORATE SOLUTIONS"	78880886	3219987	March 20, 2007
"MILLENNIUM CORPORATE SOLUTIONS"	77103242	3460203	July 8, 2008
"MILLENNIUM RISK MANAGEMENT AND INSURANCE SERVICES"	78880876	3219986	March 20, 2007
"MILLENNIUM RISK MANAGEMENT AND INSURANCE SERVICES"	77103243	3460204	July 8, 2008