

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart Harbor, LLC		08/13/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Insurance Technologies Corporation		
Street Address:	1415 Halsey Way, Suite 314		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75007		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5520321	SMART HARBOR	
CORRESPONDENCE DATA			
Fax Number:	6178018973		
<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:	6175701000		
Email:	SAllirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	138613-299595		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	01/30/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the “Trademark Assignment”) is made and delivered effective as of August 13, 2019 (the “Effective Date”), by and between Smart Harbor, LLC, an Ohio limited liability company (“Assignor”) and Insurance Technologies Corporation, a Texas corporation (“Assignee”).

WHEREAS, Assignor, Assignee and others are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), providing for the execution and delivery of this Trademark Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, Assignor agrees to convey, transfer and assign to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademark (as defined herein) and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “Assigned Trademark”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademarks set forth on Schedule I attached hereto, and all applications, registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to

record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as any of such Persons may request to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile, e-mail or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

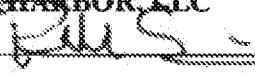
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

SMART HARBOR, LLC

By: 

Name: Robert M. Simmons

Title: General Counsel

ASSIGNEE:

INSURANCE TECHNOLOGIES CORPORATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

SMART HARBOR, LLC


By: _____

Name:

Title:

ASSIGNEE:

INSURANCE TECHNOLOGIES CORPORATION

By:  _____

6EDE90D45406416..

Name: Laird Rixford

Title: Chief Executive Officer

SCHEDULE I - TRADEMARKS

Registered Trademarks:

Mark	Reg. No.	Reg. Date	App. No.	Filing Date	Legal Owner	Status
SMART HARBOR	5520321	7/17/2018	87243463	11/21/2016	Smart Harbor, LLC (Section 7 Amendment filed to correct name of registrant from People To My Site, LLC to PeopleToMySite.com, LLC)	Registered