

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571846

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900543702		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Farmington Company, Inc.		04/06/2020	Corporation: CONNECTICUT
The Farmington Insurance Agency, Inc.		04/06/2020	Corporation: MASSACHUSETTS
TFC Insurance Agency, Inc.		04/06/2020	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aon Consulting, Inc.		
<b>Street Address:</b>	200 East Randolph Street		
<b>Internal Address:</b>	c/o Aon plc		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1882472	FARMINGTON COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	19633683		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	04/14/2020		

**Total Attachments: 8**

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is entered into and made effective as of April 6, 2020 by and among (i) Aon Consulting, Inc., a New Jersey corporation (the “Assignee”), (ii) The Farmington Company, a Connecticut corporation (“FC”), (iii) The Farmington Insurance Agency, Inc., a Massachusetts corporation (“FIA”), and (iv) TFC Insurance Agency, Inc., a Connecticut corporation (“TFCIA”, and together with FC and FIA, the “Assignors”).

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of February 24, 2020 (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among the Assignee, the Assignors and the other parties signatory thereto, each Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from each Assignor, all of such Assignor’s right, title and interest in, to and under the Intellectual Property Rights owned by such Assignor and used or held for use in or relating to the conduct or operation of its Business, including, without limitation, all rights of such Assignor to the Internet domain names, trade names, trademarks and software set forth on Schedule A hereto (the “Assigned IP”);

WHEREAS, the Assignee and the Assignors are hereby effecting such sale, assignment, transfer, conveyance and delivery of all right, title and interest of each Assignor throughout the world in and to the Assigned IP and the other Intellectual Property Rights;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the undersigned parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee all right, title and interest of such Assignor in and to all Intellectual Property Rights owned by such Assignor and used or held for use in or relating to the conduct or operation of its Business, including all rights of such Assignor to the Assigned IP, in each case together with all goodwill associated therewith and all rights of such Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Intellectual Property Rights. Upon the terms and subject to the conditions of the Purchase Agreement, the Assignee is to hold all right, title and interest in and to the Assigned IP and the other Intellectual Property Rights as fully and exclusively as they would have been held and enjoyed by such Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. If applicable, each Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Assigned IP and shall, promptly upon presentation to such Assignor by the Assignee, execute such transfer documents and provide such information as may be reasonably required.

3. Other Deliverables. Following the Closing Date, each Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things in Assignor's possession that such Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Assigned IP and other Intellectual Property Rights.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "portable document format" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same agreement.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

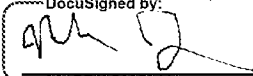
8. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of, or the rights or obligations of the parties under, the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have executed and delivered this Assignment of Lease, Consent, and Estoppel as of the date first above written.

ASSIGNEE:

AON CONSULTING, INC


By:    
 DocuSigned by:   
 55ABF63C8373412...   
 Name: Molly Johnson   
 Title: Vice President & Company Secretary

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its authorized representative as of the date first above written.

ASSIGNORS:

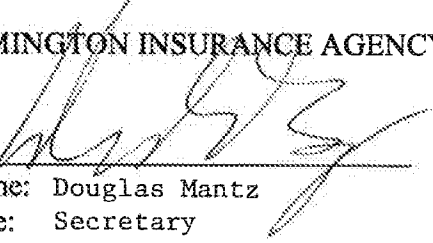
THE FARMINGTON COMPANY

By:

  
Name: Douglas Mantz  
Title: Secretary

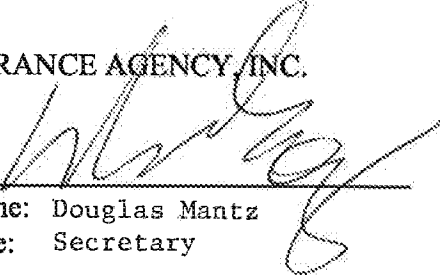
THE FARMINGTON INSURANCE AGENCY, INC.

By:

  
Name: Douglas Mantz  
Title: Secretary

TFC INSURANCE AGENCY, INC.

By:

  
Name: Douglas Mantz  
Title: Secretary

*[Signature Page to Assignment of Intellectual Property]*

## SCHEDULE A

### Domain Names

1. See attached list of domain names.

### Trademarks

1. Trademark – “Farmington Company”
  - a. United States Patent and Trademark Office
  - b. Registration No.: 1,882,472
  - c. Registered Owner: The Farmington Company, Inc.
  - d. Date of Issuance: March 7, 1995
  - e. Expiration Date: March 7, 2025

### Trade Names

1. None.

### Software

1. Owned Software:

<b>Application or system name</b>	<b>Description</b>
ACH management	Web Application that runs internally to manage the schedule of ACH requests for policyholders who have deductions paid through bank accounts
BML Lookup Application (RPI)	Web application written to lookup BML policy data. This was built to allow internal employees to see the BML RPI data which ran on a version of Access that was incompatible with our version
CAC Portal	Internally run application to manage commissions for carriers, brokers and regional directors
HRAdmin	Cloud based employer portal and reporting system for clients to manage benefits, process life events, monitor activity and generate benefit related reports from Unity data
IBM Payroll administration	Collection of programs and subprograms to manage the process of payroll administration and carrier billing.
Omni ACH	New, more flexible ACH management system that will replace current ACH system by end of Q1 2020. System

	has components for policy payments and student loan payments through bank accounts.
PA Billing Reports	Custom application to generate list bills for clients that we do payroll administration for. Currently called “amalgamated billing” internally by those who use it
Plans website	Web application that allows clients to have their employees login using a generic username/password and be able to see and learn about the voluntary benefits offered to them as an employee of the company. Employees interested can send an email to our client services through plans website.
Reptracker	Fat client application for tracking and managing the licensing and appointments for all benefit reps
Schedule	Internally run application to manage enrollments, enroller schedules (hotel, airfare, care rental) and enroller pay information.
Stats	Public facing web app for enrollers to enter the counts and premium of policies they've sold for each day they work for Farmington
Teamtools	Internal web application to be able to assign, change or lookup enroller login data for 3rd party enrollment systems such as Unum Plane.biz, Selerix based systems like Aflac, Allstate, and Humana use, Colonial's Harmony system, etc.
Unity	Cloud based benefits enrollment system
UnityAdmin	Administration/Configuration system for building enrollments in Unity
Web Scheduling	Web based application to allow client's employees to select a date and time to meet with a benefits representative. Decommissioned in 2018



Add  
 Edit  
 Delete  
 Refresh  
 Print

Download List

John Names

Domain Name	Account No.	Status	Expiration	Personal Info	Expiration Protection	Auto Renew	Action
benefits@crv.net	21674648	ON-SI-PARKINGONCO.COM	March 04, 2028	Public	Unprotected	On	
ssos.com	21674648	NS1-LANDELICATION.NET	April 03, 2028	Public	Unprotected	On	
erofor.com	491153	ADMS SERVICES	May 17, 2028	Public	Unprotected	On	
enrolchange.com	491153	UNDER CONSTRUCTION PAGE	January 29, 2024	Private	Unprotected	On	
farmington.com	491153	UNDER CONSTRUCTION PAGE	October 14, 2021	Public	Unprotected	On	
farmington.com	491153	UNDER CONSTRUCTION PAGE	October 14, 2021	Public	Unprotected	On	
farmingtonsdsh.com	21674648	ONS1-PARKINGONCO.COM	March 18, 2028	Public	Unprotected	On	
farmington.com	21674648	ONS1-PARKINGONCO.COM	June 19, 2028	Public	Unprotected	On	
farmingtoncompany.com	21674648	UNDER CONSTRUCTION PAGE	June 19, 2028	Public	Unprotected	On	
farmington.com	491153	UNDER CONSTRUCTION PAGE	October 14, 2021	Public	Unprotected	On	
farmington.com	491153	UNDER CONSTRUCTION PAGE	October 14, 2021	Private	Unprotected	On	
farmington.com	491153	UNDER CONSTRUCTION PAGE	October 14, 2021	Public	Unprotected	On	
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farmington.com	491153	UNDER CONSTRUCTION PAGE	October 14, 2021	Public	Unprotected	On	

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