

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Momentous Insurance Brokerage Inc.		01/31/2020	Corporation: CALIFORNIA
Extractacloud, Inc.		01/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Marsh & McLennan Agency LLC		
Street Address:	1166 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88622099	EXTRACTACLOUD	
Serial Number:	88666933	EACSYNC	
Serial Number:	88228206	CERTSMANAGER	
Serial Number:	87956808	ARTIFACT	
Serial Number:	85639982	INSURANCEWALLET	
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:	310-201-9339		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Amy A. Abeloff		
Address Line 1:	233 South Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	058456-500500		
NAME OF SUBMITTER:	Amy A. Abeloff		
SIGNATURE:	/Amy A. Abeloff/		

CH \$140.00 88622099

DATE SIGNED:	04/21/2020
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**IP Assignment**”), dated January 31, 2020, is entered into by and between Momentous Insurance Brokerage Inc., a California corporation (“**Momentous**”), Extractacloud, Inc. (“**Extractacloud**” and, together with Momentous, “**Assignors**”), and Marsh & McLennan Agency LLC, a Delaware limited liability company (“**Assignee**”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), dated January 31, 2020, by and among Assignors, the Key Shareholder, Assignee and, solely in her capacity as the representative of the Seller Parties, the Seller Parties Representative, each Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee its right, title and interest in and to all of the Intellectual Property owned by such Assignor, as well as the Intellectual Property rights licensed to such Assignor, including the Intellectual Property set forth on **Schedule 1** attached hereto (collectively, the “**Acquired Intellectual Property**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

COPYRIGHTS

1. Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Copyrights included in the Acquired Intellectual Property, and further including any and all (a) renewal rights in respect of such Copyrights, (b) rights to obtain registrations of such Copyrights in the United States and throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

TRADEMARKS

2. Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Trademarks included in the Acquired Intellectual Property together with the goodwill that is symbolized by such Trademarks, and further including any and all (a) renewal rights in respect of such Trademarks, (b) rights to obtain registrations of such Trademarks throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

PATENTS

3. Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Patents included in the Acquired Intellectual Property, and further including any and all (a) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (b) rights to obtain patent or equivalent protection therein throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

TRADE SECRETS

4. Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the trade secrets of such Assignor, including any and all (a) rights to sue and recover any and all damages and profits or seek injunctive relief, and (b) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

FURTHER UNDERTAKINGS

5. Each Assignor shall cooperate with Assignee in any action Assignee reasonably requests that such Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignors' obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office.

GENERAL

6. Entire Agreement. This IP Assignment, the Purchase Agreement and the Transaction Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect as provided in the Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Acquired Asset shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement.

7. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement, including Section 12.8 thereof.

8. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that state 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 New York.

11. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

12. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 13.1 of the Purchase Agreement shall apply to this Agreement.

13. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Remainder of this page was intentionally left blank; signature pages to follow]

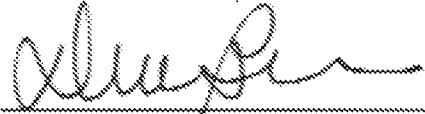
IN WITNESS WHEREOF, each of the parties hereto has caused this IP Assignment to be duly executed on the date first above written.

ASSIGNORS:

MOMENTOUS INSURANCE BROKERAGE
INC.

By: 
Name: Diane Brinson
Title: Chief Executive Officer

EXTRACTACLOUD, INC.

By: 
Name: Diane Brinson
Title: President

[Signature page continues]

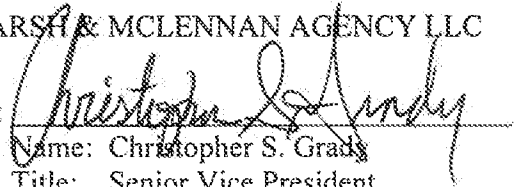
[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Assignment to be duly executed on the date first above written.

ASSIGNEE:

MARSH & MCLENNAN AGENCY LLC

By:


Name: Christopher S. Grady
Title: Senior Vice President

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE 1

Copyrights

NONE

Trademarks

IP	Description	Owner	Jurisdiction	App. / Reg. #	Date of Application
	IC 009. US 021 023 026 036 038. G & S: Nondownloadable database management software as a service for art collection insurance schedules.	Extractacloud	USA	87956808	June 11, 2018
	IC 009. US 021 023 026 036 038. G & S: Database management software for the issuance of certificates of insurance.	Extractacloud	USA	88228206	December 13, 2018
"EACSYNC"	IC 042. US 100 101. G & S: Providing an online non-downloadable Internet-based system application featuring technology enabling users to synchronize files between two businesses.	Extractacloud	USA	88666933	October 24, 2019
	IC 042. US 100 101. G & S: Design, development, and implementation of software for insurance data and file management and for use in insurance tracking services, namely, the management of client insurance documents and data.	Extractacloud	USA	88622099	September 18, 2019
	IC 009. US 021 023 026 036 038. G & S: Computer software for delivering and viewing insurance related documents.	Extractacloud	USA	85639982	May 31, 2012

[Schedule 1 to Intellectual Property Assignment Agreement]

**TRADEMARK
REEL: 006920 FRAME: 0399**

Patents

NONE

Trade Secrets

NONE

Domain Names

- DIGITALINSURANCEWALLET.COM
- DIGITALINSURANCEWALLET.NET
- DIGITALINSURANCEWALLET.ORG
- INSUREFILM.COM
- Maxprotect.football
- MIBSB.COM
- MIBTAM.COM
- MMIBI.COM
- Momentous.net
- MOMENTOUSENTERAINMENTINSURANCE.COM
- MOMENTOUSHEALTHCARE.COM
- MOMENTOUSINS.COM
- MOMENTOUSINSURANCE.COM
- MOMENTOUSINSURANCE.NET
- MOMENTOUSINSURANCE.ORG
- MOMENTOUSINSURANCEBROKERAGE.COM
- MOMENTOUSNIGHTLIFE.COM
- MOMENTOUSRESTAURANTS.COM
- MOMENTOUSPORTS.COM
- MOMETUSINS.COM
- MOMENTUSINSURANCE.COM
- MOMENTOUSINS.COM
- Quotethatinsurance.com

Trade Secrets

NONE

[Schedule 1 to Intellectual Property Assignment Agreement]