

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Argo Group US, Inc.		03/31/2020	Corporation: DELAWARE
Argo Group International Holdings, Ltd.		03/31/2020	exempted company limited by shares: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paragon Insurance Holdings, LLC		
<b>Street Address:</b>	45 Nod Road		
<b>City:</b>	Avon		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	06001		
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2479808	TRIDENT	
<b>Registration Number:</b>	2665696	TAPS	
<b>Registration Number:</b>	2780448	TAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157012273		
<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>	2156657273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	1650 Market Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	EPIC0001US/376830		
<b>NAME OF SUBMITTER:</b>	Camille M. Miller		
<b>SIGNATURE:</b>	/Camille M. Miller/		
<b>DATE SIGNED:</b>	05/01/2020		
<b>Total Attachments: 5</b>			

OP \$90.00 2479808

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of March 31, 2020, by and among Argo Group US, Inc. a Delaware Corporation (“Argo US”), and Argo Group International Holdings, Ltd., a Bermuda exempted company limited by shares (together with Argo US, the “Assignors”), and Paragon Insurance Holdings, LLC, a Connecticut limited liability company (the “Assignee”).

WHEREAS, Argo US and the Assignee are parties to that certain Amended and Restated Transaction Agreement, dated as of March 31, 2020 (the “Amended and Restated Transaction Agreement”), pursuant to which Argo US has agreed to sell, assign and transfer and the Assignee has agreed to purchase and acquire, the Business Assets, including the trademarks listed in Schedule 1 hereto, together with all goodwill associated therewith (the “Trademarks”), upon the terms and subject to the conditions set forth in the Amended and Restated Transaction Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Transaction Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and in the Amended and Restated Transaction Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Assignment. Effective as of the Closing, the Assignors hereby sell, assign and transfer to the Assignee, and the Assignee hereby purchases and acquires from the Assignors, all of the Assignors’ right, title and interest in and to the Trademarks, including all goodwill associated with the marks, together with the rights to (a) all income, royalties, damages and payments related thereto, (b) bring actions, defend against or otherwise recover for past, present or future infringements, misappropriations or other violations thereof and (c) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof.

Section 2. Acknowledgement. The Assignors hereby acknowledge and agree that from and after the date hereof, as between the parties, the Assignee shall be the exclusive owner of the Trademarks. The Assignors hereby authorize and request the Commissioner for Trademarks of the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Trademarks registered in the corresponding jurisdiction. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Amended and Restated Transaction Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Amended and Restated Transaction Agreement, the terms of the Amended and Restated Transaction Agreement shall control.

Section 3. Cooperation. From time to time, pursuant to the Assignee's request, and without further consideration by the Assignee, the Assignors shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as the Assignee may reasonably request in order to vest and confirm more effectively in the Assignee title to or to put the Assignee more fully in legal possession of, or to enable the Assignee to use, any of the Trademarks including, without limitation, in order to enable the Assignee (at the Assignee's expense) to record its ownership of the Trademarks in relevant U.S. and foreign local, state and national trademark offices.

Section 4. Governing Law. This Agreement will be deemed to have been made under and governed by the Laws of New York, without regard to New York choice of law principles that would result in the application of the Law of another jurisdiction.

Section 5. Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile or electronic signature by scan, .pdf or other electronic means), each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.


Section 6. Effectiveness. The terms of this Agreement shall be effective as of the Closing and may not be enforced by or against any party unless and until the Closing occurs. Upon the termination of the Amended and Restated Transaction Agreement, this Agreement shall automatically terminate and become void and of no further force or effect.

*[Signature page follows]*

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

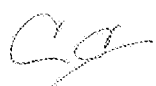
**Assignors:**

**Argo Group International Holdings, Ltd.**

By:  \_\_\_\_\_  
Name: Craig Comeaux  
Title: Vice President

Digitally signed by Craig Comeaux  
DN: cn=Craig Comeaux, o=Argo  
Group, ou=Vice President,  
email=ccomeaux@argogroupus.c  
om, c=US  
Date: 2020.03.30 12:03:48 -05'00'

**Argo Group US, Inc.**

By:  \_\_\_\_\_  
Name: Craig Comeaux  
Title: Vice President

Digitally signed by Craig  
Comeaux  
DN: cn=Craig Comeaux, o=Argo  
Group, ou=Vice President,  
email=ccomeaux@argogroupus.  
com, c=US  
Date: 2020.03.30 12:03:31 -05'00'

**Assignee:**

**Paragon Insurance Holdings, LLC**

By: \_\_\_\_\_  
Name:  
Title:

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

**Assignors:**

**Argo Group International Holdings, Ltd.**

By: \_\_\_\_\_

Name:

Title:

**Argo Group US, Inc.**

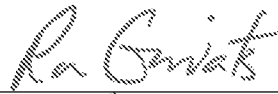
By: \_\_\_\_\_

Name:

Title:

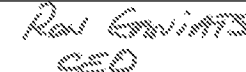

**Assignee:**

**Paragon Insurance Holdings, LLC**

By: 

Name:

Title:

Schedule 1

TRADEMARKS

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TRIDENT	U.S.A.	76094025	7/24/2000	2479808	8/21/2001	Argo Group International Holdings Ltd.
TAPS	U.S.A.	76/276446	06/21/2001	2665696	12/24/2002	Argo Group International Holdings Ltd.
TAPE	U.S.A.	76392736	04/09/2002	2780448	11/04/2003	Argo Group US, Inc.

TRADEMARK

REEL: 006928 FRAME: 0652

RECORDED: 05/01/2020