

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM580406

<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>
Align Financial Group, LLC		08/09/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Align General Insurance Agency, LLC		
<b>Street Address:</b>	350 10TH AVENUE		
<b>Internal Address:</b>	SUITE 1450		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92101		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3085851	ALIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8014153500		
<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>	(801)415-3000		
<b>Email:</b>	ipmail@djplaw.com		
<b>Correspondent Name:</b>	Sarah W. Matthews		
<b>Address Line 1:</b>	111 S. Main Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	56515.7		
<b>NAME OF SUBMITTER:</b>	Sarah W. Matthews		
<b>SIGNATURE:</b>	/Sarah W Matthews/		
<b>DATE SIGNED:</b>	06/09/2020		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is entered into as of this 9<sup>th</sup> day of August, 2018, ("Effective Date") by and among Align Financial Group, LLC, a Delaware limited liability company ("Assignor"), and Align General Insurance Agency, LLC, a California limited liability company ("Assignee"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "Party," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "Parties."

The Assignor is a party to that certain Unit Purchase Agreement executed as of July 27, 2018 by and among Align Financial Holdings, LLC, a Delaware limited liability, the Assignor, Catalytic Holdings, LLC, a Delaware limited liability company, and the Persons listed on Annex I thereto as Purchasers (the "Purchase Agreement").

Pursuant to the Purchase Agreement, the Assignor has agreed to execute this Assignment and assign to the Assignee all of Assignor's right, title and interest in and to the trademark registrations set forth on the attached Schedule 1 and all issuances, extensions, and renewals thereof (collectively, the "Trademarks"), and the Assignee has agreed to acquire all right, title and interest in and to the Trademarks.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.

2. Assignment. Under the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers, assigns and delivers to the Assignee, all of the Assignor's worldwide right, title and interest and benefit in and to, as of the Effective Date, the Trademarks, together with the right to all present and future income, royalties, fees, damages, payments and other proceeds due now or hereafter due or payable with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any present or future infringement, dilution, misuse, breach or misappropriation of the Trademarks, including the goodwill of the businesses connected to the use of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Recordation. The Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademarks Office, or any foreign equivalent thereto, and any other Governmental Body to record the Assignee as owner of the Trademarks, and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. 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 may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Cooperation. Assignor agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Trademarks) known to the Assignor with respect to the Trademarks, and, at Assignee's cost, it will, as reasonably requested by Assignee, testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use commercially reasonable efforts at the reasonable request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademarks and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any reasonable and lawful documents required to be executed by Assignor which execution has not been completed within five (5) Business Days after request therefor by Assignee.

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

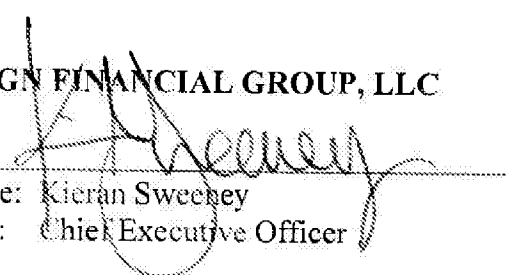
7. Counterparts. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

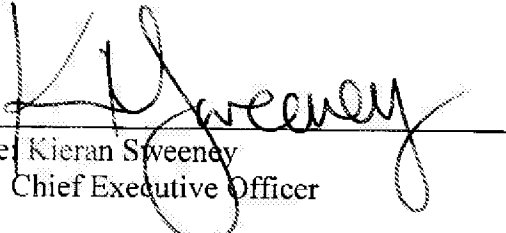
ASSIGNOR:

ALIGN FINANCIAL GROUP, LLC

By:   
Name: Kieran Sweeney  
Title: Chief Executive Officer

ASSIGNEE:

ALIGN GENERAL INSURANCE AGENCY,  
LLC

By:   
Name: Kieran Sweeney  
Title: Chief Executive Officer

**SCHEDULE 1**

**Trademarks**

<b>Title</b>	<b>App./Reg. #</b>	<b>App./Reg. Date</b>	<b>Status</b>	<b>Country/Region</b>	<b>Registrant</b>
ALIGN	3,688,793	25-Apr-06	Registered	EU	Align Financial Group, LLC
ALIGN	3,085,851	5-Dec-05	Registered	US	Align Financial Group, LLC