

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catalytic Holdings, LLC		08/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Catalytic Risk Managers & Insurance Agency, LLC		
Street Address:	350 10th Ave.		
Internal Address:	Suite 1450		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4775801	CATALYTIC	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(801)415-3000		
Email:	ipmail@djplaw.com		
Correspondent Name:	Sarah W. Matthews		
Address Line 1:	111 S. Main Street		
Address Line 2:	Suite 2400		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Sarah W. Matthews		
SIGNATURE:	/Sarah W Matthews/		
DATE SIGNED:	06/09/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is entered into as of this 9th day of August, 2018, ("Effective Date") by and among Catalytic Holdings, LLC, a Delaware limited liability company ("Assignor"), and Catalytic Risk Managers & 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, Align Financial Group, LLC, a Delaware limited liability company, the Assignor, 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:

CATALYTIC HOLDINGS, LLC

By: 

Name: Kieran Sweeney

Title: Chief Executive Officer

ASSIGNEE:

CATALYTIC RISK MANAGERS &
INSURANCE AGENCY, LLC

By: 

Name: Kieran Sweeney

Title: President

SCHEDULE 1

Trademarks

Title	App./Reg. #	App./Reg. Date	Status	Country/Region	Registrant
Catalytic	1279396	23-Mar-15	Registered	EU	Catalytic Holdings, LLC
Catalytic	4,775,801	21-Jul-15	Registered	US	Catalytic Holdings, LLC