

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581573

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/01/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARAN INSURANCE SERVICES GROUP LLC		06/16/2020	Limited Liability Company: DELAWARE
HRMP, LLC		06/16/2020	Limited Liability Company: MASSACHUSETTS
MINICO INSURANCE AGENCY, LLC		06/16/2020	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	JENCAP INC.
Street Address:	1350 Broadway, Suite 602
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1768427	MINICO
Registration Number:	1957266	MINI-STORAGE MESSENGER
Registration Number:	2169262	TENANTONE CUSTOMER STORAGE INSURANCE
Registration Number:	2182452	HRMP
Registration Number:	2271808	
Registration Number:	4102122	ARAN
Registration Number:	5469145	OUR SUCCESS CAN ONLY FOLLOW YOURS
Registration Number:	5819869	MINICO
Registration Number:	5819870	MINICO

CORRESPONDENCE DATA

Fax Number: 8048232611

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.

Phone: 8044821121

TRADEMARK

Email: fgerson@dagglaw.com
Correspondent Name: Frederick Gerson
Address Line 1: 1111 East Main Street 16th Flr
Address Line 2: Durette Arkema Gerson & Gill, PC
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER: Frederick Gerson

SIGNATURE: /Frederick Gerson/

DATE SIGNED: 06/16/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) made effective, *nunc pro tunc*, as of August 1, 2019, is by and between ARAN INSURANCE SERVICES GROUP LLC, a Delaware limited liability company (“AISG”), HRMP, LLC a Massachusetts limited liability company (“HRMP”), and MINICO INSURANCE AGENCY, LLC, an Arizona limited liability company (“MINICO”), (each of AISG, HRMP, and MINICO, individually and collectively, “ASSIGNOR”), and JENCAP INC., a Delaware corporation (“ASSIGNEE”).

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of a certain trademark, set forth in Appendix A, attached to this Agreement and incorporated herein by this reference, (collectively, the “Mark” or “Marks”), and any and all associated rights therewith together to include but not be limited to the goodwill of the business symbolized thereby in connection with the services for which the Mark is associated as set forth in Appendix A (the “Services”); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks in the United States of America and worldwide.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

Section 1. ASSIGNMENT

1.1. Subject to the provisions of Section 1.2, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR’S right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Services in respect with which the Mark is used and for which it is registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

1.2. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Mark.

Section 2. FURTHER ASSURANCES

2. ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

Section 3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

3.1 Assignor represents and warrants that it owns valid and subsisting rights in the Mark and its U.S. registration that are capable of being assigned to Assignee.

3.2 Assignor knows of no adverse claims of ownership to the Mark or of any existing state of facts that would support a claim that use by Assignee of the Mark anywhere in the world infringes or otherwise violates any Mark right of any other person.

3.3 At the time this Agreement and Assignment is made effective, Assignor was a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and had the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

3.4 The execution and delivery by Assignor of this Agreement, the performance and observance by Assignor of its obligations hereunder and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Assignor. This Agreement has been duly executed and delivered by a duly authorized officer of Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

3.5 To Assignor's knowledge, no consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by Assignor of its obligations under this Agreement.

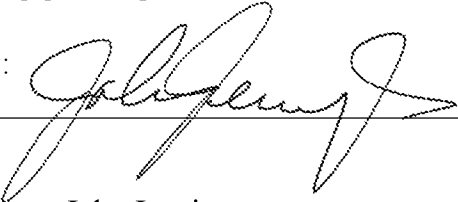
IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

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Signature Page Follows

ASSIGNOR:

**ARAN INSURANCE SERVICES
GROUP LLC**

By:  _____

Name: John Jennings
Title: Executive Chairman

Signature Date: 6/16/20

HRMP, LLC

By:  _____

Name: John Jennings
Title: CEO

Signature Date: 6/16/20

MINICO INSURANCE AGENCY, LLC

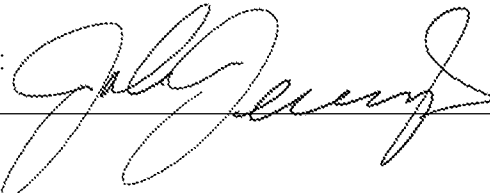
By:  _____

Name: John Jennings
Title: Executive Chairman

Signature Date: 6/16/20

ASSIGNEE:




JENCAP INC.



By:  _____


Name: John Jennings
Title: CEO

Signature Date: 6/16/20

Appendix A

USPTO Serial Number ("SN"), Registration Number ("RN") And Owner	Trademark	Goods/Services
RN: 1768427 SN: 74281631 Minico Insurance Agency, LLC	(Word and Design) 	International Class: 036. Insurance services for owners and users of self-storage facilities.
RN: 1957266 SN: 74567514 Minico Insurance Agency, LLC	(Word) MINI-STORAGE MESSENGER	International Class: 16. Magazines concerning the self storage industry and issues of interest to those in the self storage industry.
RN: 2169262 SN: 75258786 Minico Insurance Agency, LLC	(Stylized Words and Letters) 	International Class: 36. insurance services with respect to mini-storage and self-service storage, namely, acting as a program administrator for an insurance carrier offering insurance coverage for the stored property of customers of mini-storage and self-service storage, marketing and offering coverage on behalf of insurance carriers to customers of mini-storage and self-service storage facilities, collecting premiums from mini-storage and self-service storage customers on behalf of insurance carriers, and handling certain claims with respect to policies issued to customers of mini-storage and self-service storage facilities.
RN: 2182452 SN: 75339466 HRMP, LLC	(Word and Design) 	International Class: 36. Accident insurance underwriting, insurance and reinsurance administration, insurance and reinsurance actuarial services, insurance and reinsurance claims processing, underwriting insurance for pre-paid health care, and reinsurance underwriting.

<p>RN: 2271808 SN: 75447056</p> <p>HRMP, LLC</p>	<p>(Design Only)</p> 	<p>International Class: 036.</p> <p>Accident insurance underwriting, insurance and reinsurance administration, insurance and reinsurance actuarial services, insurance and reinsurance claims processing, underwriting insurance for pre-paid health care, and reinsurance underwriting.</p>
<p>RN: 4102122 SN: 85365347</p> <p>ARAN INSURANCE SERVICES GROUP LLC</p>	<p>(Word and Design)</p> 	<p>International Class: 36.</p> <p>Insurance underwriting and agency services</p>
<p>RN: 5469145 SN: 87641632</p> <p>HRMP, LLC</p>	<p>(Word)</p> <p>OUR SUCCESS CAN ONLY FOLLOW YOURS</p>	<p>International Class: 36.</p> <p>Accident insurance underwriting, insurance and reinsurance administration, insurance and reinsurance actuarial services, insurance and reinsurance claims processing, underwriting insurance for pre-paid health care, and reinsurance underwriting.</p>
<p>RN: 5819869 SN: 88235922</p> <p>Minico Insurance Agency, LLC</p>	<p>(Word)</p> <p>MINICO</p>	<p>International Class: 36.</p> <p>Insurance services, namely, underwriting, issuance and administration of commercial self-storage insurance, agribusiness insurance, collectibles insurance, contractors liability insurance, cyber insurance, equipment breakdown insurance, professional liability insurance, worker's compensation insurance for self-storage businesses, sports and activity insurance, and wind and hail deductible buy-back insurance for commercial property; insurance brokerage in the fields of sports and activity insurance, agribusiness insurance, lawyers professional liability insurance, collectibles insurance, fine arts insurance, equipment breakdown insurance, cyber insurance, wind and hail deductible buy-back insurance, contractors liability insurance, professional liability insurance, and storage and self-storage facility insurance, and underwriting related to all of the foregoing; insurance agency services, insurance information services, and insurance consultancy; none of the foregoing related to automobile insurance.</p>

<p>RN: 5819870 SN: 88235925</p> <p>Minico Insurance Agency, LLC</p>	<p>(Word and Design)</p> 	<p>International Class: 36.</p> <p>Insurance services, namely, underwriting, issuance and administration of commercial self-storage insurance, agribusiness insurance, collectibles insurance, contractors liability insurance, cyber insurance, equipment breakdown insurance, professional liability insurance, worker's compensation insurance for self-storage businesses, sports and activity insurance, and wind and hail deductible buy-back insurance for commercial property; insurance brokerage in the fields of sports and activity insurance, agribusiness insurance, lawyers professional liability insurance, collectibles insurance, fine arts insurance, equipment breakdown insurance, cyber insurance, wind and hail deductible buy-back insurance, contractors liability insurance, professional liability insurance, and storage and self-storage facility insurance, and underwriting related to all of the foregoing; insurance agency services, insurance information services, and insurance consultancy; none of the foregoing related to automobile insurance.</p>
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