

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606309

<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>
MILLER INSURANCE SERVICES LLP		09/30/2020	Limited Liability Partnership: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILLIS GROUP LIMITED		
<b>Street Address:</b>	51 Lime Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC3M 7DQ		
<b>Entity Type:</b>	Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4073024	SCR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-813-5900		
<b>Email:</b>	anicolescu@fzlz.com		
<b>Correspondent Name:</b>	Karen Lim		
<b>Address Line 1:</b>	Fross Zelnick Lehrman & Zissu, P.C.		
<b>Address Line 2:</b>	151 West 42nd Street, 17th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	MISL 1007898		
<b>NAME OF SUBMITTER:</b>	Anca Nicolescu		
<b>SIGNATURE:</b>	/ancanicolescu/		
<b>DATE SIGNED:</b>	11/02/2020		
<b>Total Attachments: 6</b>			
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## IP ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 30 September 2020

### BETWEEN:

- (1) **MILLER INSURANCE SERVICES LLP**, a limited liability partnership incorporated in England (with registered number OC301468) and whose registered office is 70 Mark Lane, London, EC3R 7NQ (the "**Assignor**"); and
- (2) **WILLIS GROUP LIMITED**, a company incorporated in England and Wales (with company number 00621757) whose registered office is 51 Lime Street, London EC3M 7DQ, United Kingdom (the "**Assignee**").

### BACKGROUND

- (1) By the Main Agreement the Assignor has agreed to assign the Assigned Rights to the Assignee upon the terms and subject to the conditions of this Deed.

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

##### 1.1 Definitions:

**Assigned Rights:** the Trade Marks, Domain Names and the Goodwill

**Business:** has the meaning given to it in the Main Agreement

**Business Names:** "SPECIAL CONTINGENCY RISKS", "SCR" and "ALERT-24"

**Domain Names:** the domain names short particulars of which are set out in Schedule 2

**Goodwill:** the goodwill of the Assignor in relation to the Business, including the exclusive right for the Assignee to carry on the Business under the Business Names (and all other names associated with the Business) and to represent itself as carrying on the Business in succession to the Assignor

**Main Agreement:** the sale and purchase agreement dated 31 July 2020 and between the Assignor, the Assignee and Willis Limited as amended by an amendment deed dated on or around the date of this Deed.

**Trade Marks:** the trade marks short particulars of which are set out in Schedule 1

**Transfer Formalities:** all formalities that are required to transfer full and unconditional ownership and technical control of the Domain Names to the Assignee

- 1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.3 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

#### 2. IT IS AGREED AS FOLLOWS :






- 2.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee absolutely with

Full Title Guarantee (as defined in Section 2 of the Law of Property (Miscellaneous Provisions) Act 1994) all of its right, title and interest in and to the Assigned Rights including:

- 2.1.1 all statutory and common law rights attaching to the Trade Marks, together with all goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed.
- 2.2 The Assignor shall promptly complete the Transfer Formalities in order to transfer ownership and control of the Domain Names to the Assignee.
- 2.3 The Parties shall perform, execute and deliver (or procure the performance, execution and delivery of) such further acts and documents as may be required by law or reasonably requested by each other or otherwise necessary or reasonably desirable to implement the purpose of and to perfect this Deed. The Assignor shall do and execute or procure that there shall be done and executed all such documents deeds, matters, acts and things as the Assignee may at any time reasonably require properly in order to vest the Assigned Rights absolutely in the Assignee.
- 2.4 No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 2.5 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 2.6 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Deed is deemed deleted under this clause 2.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 2.7 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 2.8 This Deed and any dispute or claim arising out of, or in connection with it (whether contractual or non-contractual in nature) shall be governed by, and construed in accordance with, English law. Each party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Deed and any matter arising from it (whether contractual or non-contractual in nature).

**SCHEDULE 1 : TRADE MARKS**

**A. Registered Trade Marks**

Registered Proprietor	Country	Title	Device	Classes	Application No.	Application Date	Applicant	Grant No.	Grant Date	Next Renewal Date (Ipprotecth)	Case Status (external)
Miller Insurance Services LLP	Brazil	SCR logo		36	830855475	25-Nov-2010	Miller Insurance Services LLP	830855475	22-Apr-2014	22-Apr-2024	Granted
Miller Insurance Services LLP	China	ALERT-24		35, 36, 44, 45	1143594	29-May-2012	Miller Insurance Services LLP	1143594			Granted
Miller Insurance Services LLP	China	ALERT-24		36	1059854	10-Nov-2010	Miller Insurance Services LLP	1059854			Granted
Miller Insurance Services LLP	European (EUIPO)	ALERT-24		35, 36, 44, 45	12175048	26-Sep-2013	Miller Insurance Services LLP	12175048	25-Feb-2015	26-Sep-2023	Granted
Miller Insurance Services LLP	European (EUIPO)	SCR logo		35, 36	9501396	05-Nov-2010	Miller Insurance Services LLP	9501396	06-May-2011	05-Nov-2020	Granted
Miller Insurance Services LLP	International (Madrid)	ALERT-24		35, 36, 44, 45	1143594	29-May-2012	Miller Insurance Services LLP	1143594	29-May-2012	29-May-2022	Granted
Miller Insurance Services LLP	International (Madrid)	ALERT-24		36	1059854	10-Nov-2010	Miller Insurance Services LLP	1059854	10-Nov-2010	10-Nov-2020	Granted
Miller Insurance Services LLP	Japan	ALERT-24		36	1059854	10-Nov-2010	Miller Insurance Services LLP	1059854	14-Sep-2012		Granted
Miller Insurance Services LLP	Mexico	SCR logo		36	1133793	11-Nov-2010	Miller Insurance Services LLP	1243280	12-Oct-2011	11-Nov-2020	Granted
Miller Insurance Services LLP	Singapore	ALERT-24		36	1059854	10-Nov-2010	Miller Insurance Services LLP	1059854	04-May-2011		Granted
Miller Insurance Services LLP	United Kingdom	ALERT-24		35, 36, 44, 45	2621288	17-May-2012	Miller Insurance Services LLP	2621288	12-Oct-2012	17-May-2022	Granted
Miller Insurance Services LLP	United Kingdom	ALERT-24		36	2563533	05-Nov-2010	Miller Insurance Services LLP	2563533	29-Apr-2011	05-Nov-2020	Granted
Miller Insurance Services LLP	United Kingdom	EVENTUALITY		36	2515885	12-May-2009	Miller Insurance Services LLP	2515885	25-Dec-2009	12-May-2029	Granted
Miller Insurance Services LLP	United States of America	ALERT-24		35, 36, 44, 45	1143594	29-May-2012	Miller Insurance Services LLP	1143594	18-Feb-2014		Granted
Miller Insurance Services LLP	United States of America	SCR logo		35, 36	85176463	15-Nov-2010	Miller Insurance Services LLP	4073024	20-Jan-2011	20-Jan-2021	Granted
Miller Insurance Services LLP	Venezuela	SCR logo		36	19751-2010	30-Nov-2010	Miller Insurance Services LLP	19751-2010	19-Oct-2012	19-Oct-2027	Granted

**B. Unregistered Trade Marks**

“SPECIAL CONTINGENCY RISKS”

“SCR”

“ALERT-24”

## SCHEDULE 2: DOMAIN NAMES

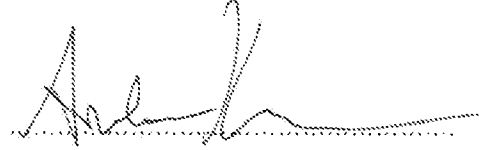
No.	Domain name	Registrant	Expiration Date	In use – yes/no
1.	alert-24.co.uk	Miller Insurance Services LLP	12-Feb-2021	Yes
2.	alert-24.com	Miller Insurance Services LLP	11-Feb-2021	Yes
3.	alert24.training	Miller Insurance Services LLP	04-Sep-2020	Yes
4.	scr-elearning.co.uk	Miller Insurance Services LLP	02-Jul-2020	No
5.	scr-ltd.co.uk	Miller Insurance Services LLP	30-Jan-2021	Yes
6.	scr-ltd.com	Miller Insurance Services LLP	28-Aug-2020	Yes
7.	specialcontingencyrisks.co.uk	Miller Insurance Services LLP	28-Jul-2020	No
8.	specialcontingencyrisks.com	Miller Insurance Services LLP	28-Jul-2020	No

This Assignment has been executed as a Deed and is delivered on the date shown above.

Executed as a Deed by

**WILLIS GROUP LIMITED** acting by

Andrew Krasner



(Signature of director)

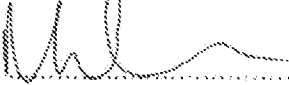
in the presence of

Meredith Krasner

(Name of witness)

16802 Burlington Bristol lane  
Delray beach, FL 33446

(Address of witness)



(Signature of witness)

TRADEMARK

REEL: 007093 FRAME: 0358

Executed as a deed by )  
**MILLER INSURANCE SERVICES LLP** )  
acting by Gregory Collins , )  
member )  
in the presence of )

DocuSigned by:  
*Gregory Collins*  
9643AC11636E4B6...

Member

DocuSigned by:  
*[Signature]*  
44D7964B4D67441...

.....  
Signature of witness

Elizabeth Collins

Name .....

Address .....  
*Address..*

6 Sovereign Mews, Ascot, SL5 7FY