

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIDELIS GROUP HOLDINGS LLC		12/16/2020	Limited Liability Company: LOUISIANA
FIDELIS MARINE UNDERWRITERS LLC		12/16/2020	Limited Liability Company: LOUISIANA
FIDELIS CLAIMS SERVICE LLC		12/16/2020	Limited Liability Company: LOUISIANA
CONTINENTAL UNDERWRITERS LTD. LLC		12/16/2020	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	CRC Insurance Services, Inc.
Street Address:	1 Metroplex Drive Suite 400
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35209
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5478315	INSURE SMARTER
Registration Number:	5278001	AHEAD OF THE CURVE
Registration Number:	4780827	
Registration Number:	4760101	CU
Registration Number:	4760100	CHART YOUR OWN COURSE
Serial Number:	87178666	STAY AHEAD OF THE CURVE

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 100 North Tryon Street, Suite 4700

TRADEMARK

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 022291.021

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 12/23/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”) dated as of December 16, 2020, is by and among FIDELIS GROUP HOLDINGS LLC, a Louisiana limited liability company (“Fidelis Holdings”), FIDELIS MARINE UNDERWRITERS LLC, a Louisiana limited liability company (“Fidelis Marine”), FIDELIS CLAIMS SERVICE LLC, a Louisiana limited liability company (“Fidelis Claims”), CONTINENTAL UNDERWRITERS LTD. LLC, a Louisiana limited liability company (“Continental” and, together with Fidelis Holdings, Fidelis Marine and Fidelis Claims, “Sellers”, and each, a “Seller”), and CRC INSURANCE SERVICES, INC., an Alabama corporation (“Buyer”). Buyer and Sellers may hereinafter be referred to as each, a “Party” and collectively, as the “Parties”.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 12, 2020 (“Asset Purchase Agreement”; all capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement), by and among Sellers, Buyer, and other parties, (a) each Seller agrees to sell, convey, transfer and assign to Buyer at the Closing, and Buyer agrees to acquire from each Seller at the Closing, all of such Seller’s right, title and interest in, to or under all the Assigned Intellectual Property (and with respect to any Assigned Intellectual Property owned by any Seller, free and clear of any Encumbrances or licenses), including, but not limited to, the intellectual property listed on Schedule 4.12(i) of the Asset Purchase Agreement, including the foregoing set forth on the attached Schedule A, and all goodwill associated with any of the foregoing assets (collectively, the “Seller Intellectual Property Assets”), and (b) each Seller is required to deliver to Buyer this executed IP Assignment.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, each Seller and Buyer hereby agree as follows:

1. Assignment. Each Seller hereby irrevocably sells, conveys, transfers, and assigns to Buyer, and Buyer hereby acquires from each Seller, all of such Seller’s right, title and interest in, to or under all the Seller Intellectual Property Assets (and with respect to any Seller Intellectual Property Assets owned by any Seller, free and clear of any Encumbrances or licenses), including, but not limited to, the foregoing set forth on the attached Schedule A, and all goodwill of each Seller connected with the use of and symbolized by any of the foregoing, and all rights and interests pertaining to or deriving from (a) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (b) any and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Each Seller hereby unconditionally waives (to the extent waivable) all non-assignable moral, publicity or other rights relating to the Seller Intellectual Property Assets and any related claims therein, including without limitation rights under the Visual Artists Rights Act of 1990 and any and all rights of identification of authorship, paternity, integrity, disclosure, withdrawal, reversion, termination, restriction or limitation on use or subsequent modifications, and approval or consent with respect to any modification, alteration, disassembly, removal, distortion, or mutilation of the Seller Intellectual Property Assets.

2. Domain Names. Each Seller shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the domain names in the Seller Intellectual Property Assets, including the domain names set forth on attached Schedule A (collectively, the “Domain Names”) to Buyer. Each Seller hereby agrees to initiate and promptly complete all steps necessary to transfer the Domain Names from such Seller to Buyer. Each

Seller further agrees to cooperate fully with the registrar of the Domain Names and with Buyer to transfer such Seller's ownership and registration of the Domain Names to Buyer, including completing any of the registrar's forms to accomplish transfer of the Domain Names, and by complying with any and all other applicable policies and procedures of the Parties' respective registrars.

3. Recordation. Each Seller hereby authorizes the Commissioner for Patent and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

4. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Buyer with respect to the Seller Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Amendment; Modification. No waiver, modification or amendment of any provision, term or condition hereof shall be valid unless in writing and signed by the Party to be charged therewith, and any such waiver, modification or amendment shall be valid only to the extent therein set forth.

6. Further Assurances. Each Seller shall, upon the request of the Buyer and at the expense of the Buyer, duly execute, acknowledge and deliver or cause to be duly executed, acknowledged and delivered, all such further instruments and documents, and take all other further actions as reasonably requested by, Buyer and its successors, assigns and legal representatives, to further effectuate the intent and purposes of this IP Assignment, including transfer ownership and control of the Seller Intellectual Property Assets to Buyer, its successors or assigns, including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Seller Intellectual Property Assets and Buyer's rights therein (collectively, the "Further Actions"). Each Seller grants Buyer a limited power of attorney (coupled with an interest, in that Buyer has an interest in the Seller Intellectual Property Assets, and that as a result, in addition to any other consequences under Law, this power is irrevocable and will survive such Seller's dissolution) solely to execute and file any documents on behalf of such Seller to effect the Further Actions. In those cases where any necessary consents, assignments, releases and/or waivers with respect to any Seller Intellectual Property Assets have not been obtained at the Closing Date, this IP Assignment shall constitute an equitable assignment by each Seller to Buyer of all of such Seller's rights, benefits, title and interest in and to such Seller Intellectual Property Assets, and Buyer shall be deemed to be such Seller's agent for the purpose of completing, fulfilling and discharging all of such Seller's rights and liabilities arising after the Closing Date with respect to such Seller Intellectual Property Assets. Each Seller shall take all reasonably necessary steps and actions to provide Buyer with the benefit of such Seller Intellectual Property Assets including, without limitation, (i) enforcing, at the request of Buyer and for the account of Buyer, any rights of such Seller arising with respect to any such Seller Intellectual Property Assets (including, without limitation, the right to terminate in accordance with the terms thereof upon the advice of Buyer) or (ii) permitting Buyer to enforce any rights arising with respect to such Seller Intellectual Property Assets as if they had been sold, conveyed, assigned, transferred, delivered, subleased or sublicensed to Buyer.

7. Governing Law. The terms of Sections 11.6 and 11.14 of the Asset Purchase Agreement with respect to governing law, jurisdiction, waiver of jury trial, and otherwise, are incorporated herein by reference, mutatis mutandis, and the Parties hereto agree to such terms.

8. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Facsimile copies of executed documents or executed documents sent as a pdf attachment to an email transmission, shall be deemed originals for all purposes.

9. Third Parties; Successors and Assigns. This IP Assignment shall be binding upon and inure solely to the benefit to the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this IP Assignment.

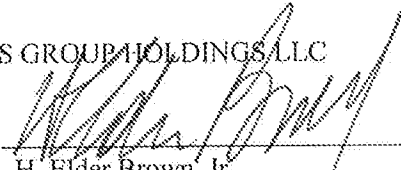
10. Entire Agreement. This IP Assignment, together with its schedules, the Asset Purchase Agreement and other Ancillary Agreements and other documents referred to herein or therein, sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, promises, representations, warranties, statements, arrangements and understandings, among the Parties hereto or their representatives.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

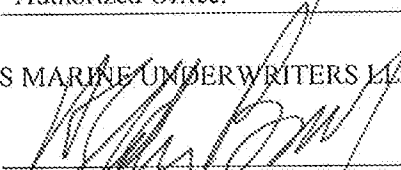
IN WITNESS WHEREOF, this IP Assignment has been executed by or on behalf of each of the Parties hereto as of the day and year first above written.

SELLERS:


FIDELIS GROUP HOLDINGS LLC

By: 
Name: H. Elder Brown, Jr.
Title: Authorized Officer

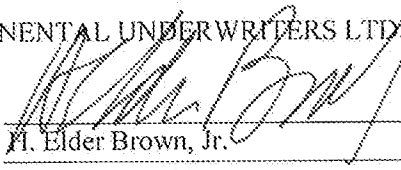
FIDELIS MARINE UNDERWRITERS LLC

By: 
Name: H. Elder Brown, Jr.
Title: Authorized Officer

FIDELIS CLAIMS SERVICE LLC

By: 
Name: H. Elder Brown, Jr.
Title: Authorized Officer

CONTINENTAL UNDERWRITERS LTD. LLC

By: 
Name: H. Elder Brown, Jr.
Title: Authorized Officer

BUYER:

CRC INSURANCE SERVICES, INC.

By: _____
Name: John Howard
Title: Chairman

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this IP Assignment has been executed by or on behalf of each of the Parties hereto as of the day and year first above written.

SELLERS:

FIDELIS GROUP HOLDINGS LLC

By: _____
Name: _____
Title: _____

FIDELIS MARINE UNDERWRITERS LLC

By: _____
Name: _____
Title: _____

FIDELIS CLAIMS SERVICE LLC

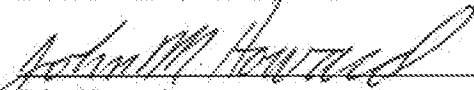
By: _____
Name: _____
Title: _____

CONTINENTAL UNDERWRITERS LTD. LLC

By: _____
Name: _____
Title: _____

BUYER:

CRC INSURANCE SERVICES, INC.



By:  _____
Name: John Howard
Title: Chairman

Schedule A

Patents:

None

Registered Trademarks:

Trademark/ Word Mark	Serial No.	Registration No.	Filing Date	Registration Date	Goods/Services	Description
INSURE SMARTER	87181919	5478315	Sept. 23, 2016	May 29, 2018	IC 036; Insurance services, namely, underwriting marine insurance, Insurance brokerage services	Registered; first renewal period begins May 2023.
AHEAD OF THE CURVE	87178658	5278001	Sept. 21, 2016	Aug. 29, 2017	IC 036; Insurance services, namely, underwriting marine insurance, Insurance brokerage services	Registered; first renewal period begins August 2022.
	86444279	4780827	Nov. 4, 2014	July 28, 2015	IC 036; Marine and inland marine insurance underwriting services	Registered; Section 8 (6-year) renewal due by July 28, 2021. *pending action item
	86444271	4760101	Nov. 4, 2014	June 23, 2015	IC 036; Marine and inland marine insurance underwriting services	Registered; Section 8/15 (6-year) renewal accepted. Next renewal period begins June 2024.
CHART YOUR OWN COURSE	86444253	4760100	Nov. 4, 2014	June 23, 2015	IC 036; Marine and inland marine insurance underwriting services	Registered; Section 8/15 (6-year) renewal accepted. Next renewal period begins June 2024.
STAY AHEAD OF THE CURVE	87187666		Sept. 21, 2016		IC 036; Insurance services, namely, underwriting marine insurance, Insurance brokerage services	Dead; abandoned Nov. 6, 2017

All goodwill connected with the use of and symbolized by the trademarks.

Tradenames:

Trade Names:

New York CUL, LLC
New York Fidelis Marine LLC
Louisiana Fidelis Continental LLC (now Continental Underwriters Ltd.
LLC)

Assumed Names:

Illinois Continental Underwriters LLC
Illinois Fidelis Marine Underwriters LLC
Utah Fidelis Marine, LLC
Washington Continental Underwriters of Washington, Fidelis Marine Underwriters LLC dba
Continental Underwriters Ltd LLC

All goodwill connected with the use of and symbolized by the tradenames.

Domain Names:

fidelismarine.com
cultd.com

Social Media:

LinkedIn account name: Continental Underwriters Ltd. LLC

Intellectual Property Licenses:

- a. Legacy Systems – MS Access Applications
 - i. InsCUL (Seller-owned)
 - ii. Covenant (Seller-owned)
- b. IMS (Insurance Management Systems) (own core – pay for annual maintenance, upgrades and support)
- c. CU Portal (own – built by PowerNetData Systems Inc)
- d. Check writer Tool (own – built by Rountree and Associates)
- e. Sovos (tax reporting and TIN matching software – leased)
- f. SAP Concur (expense reporting system – leased)
- g. Iberiabank Secure Web Browser - online banking application – positive pay, cash management, ACH and Wire Transfers, and all other online banking functions
- h. Wells Fargo online banking application – positive pay, stop pay, TMHCC claims account online banking application
- i. Gould & Lamb claims reporting software – Medicare hold back review process
- j. MS Office – licensed

- k. Xdimensional (Nexsure): Seattle UW system
- l. MS Office 360: Seattle office
- m. DevCraft: 3 year contract development use NOTRS
- n. Oceanwide: cargo UW application
- o. AVG - licensed
- p. Adobe - licensed
- q. SFTP application (files transferred to TMHCC) ODS
- r. New claims data transfer project for TMHCC – SFTP
- s. Software for Inland Marine Rating Tool and Quote Document Module licensed to Seller by EIP, LLC, pursuant to oral agreement, to be replaced by a written software license agreement to be executed at closing by and between Buyer and EIP, LLC.

Copyrights:

All copyrights in the Seller Intellectual Property Assets.