

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The IMA Financial Group, Inc.		11/02/2020	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	IMA FINANCIAL GROUP, INC.		
Street Address:	430 E. Douglas Ave., Suite 400		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67202		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88460918	PRIO	
Serial Number:	88916638	LIFTMAX	
Serial Number:	88916633	TOWMAX	
Serial Number:	88916641	LIFT MAX INSURANCE FOR LIFTING COMPANIES	
Serial Number:	88916637	TOW MAX INSURANCE FOR TOWING COMPANIES	
Registration Number:	4608737	SIGNATURE SELECT	
Registration Number:	4880598	IMA	
Registration Number:	5022592	EYDENT	
Registration Number:	4171126	ARBOR MAX	
Registration Number:	5601668	IMA GROUND BREAKER	
Registration Number:	5822403	IMA	
Registration Number:	4575524	TOWERSTONE	
Registration Number:	4612778	CORNERSTONE RISK SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-463-6242		
Email:	jwillard@polsinelli.com		

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Correspondent Name: Monica M. Gutierrez
Address Line 1: 150 N. Riverside Plaza, Suite 3000
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 065378-461492

NAME OF SUBMITTER: MONICA M. GUTIERREZ

SIGNATURE: /MONICA M. GUTIERREZ/

DATE SIGNED: 12/30/2020

Total Attachments: 9

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**FOURTH AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE IMA FINANCIAL GROUP, INC.**

(The Corporation was originally incorporated as Insurance Management Associates, Inc. by Articles of Incorporation filed with the Kansas Secretary of State on December 26, 1973).

IT IS HEREBY CERTIFIED that the following Fourth Amended and Restated Articles of Incorporation which amend, restate, and integrate the Corporation's Articles of Incorporation, as originally filed and as heretofore amended and supplemented, were duly set forth, proposed, approved, and declared advisable by a resolution duly adopted by the Corporation's Board of Directors pursuant to their unanimous written consent filed with the minutes of the Board, and were further approved and adopted by the stockholders of the Corporation in accordance with the provisions of K.S.A. Section 17-6605 and amendments thereto, and the Kansas General Corporation Code ("KGCC"), and that these Fourth Amended and Restated Articles of Incorporation constitute all of the Articles of Incorporation of the Corporation and do hereby supersede the Corporation's Articles of Incorporation originally filed as heretofore supplemented or amended.

ARTICLE I

Name

The name of the Corporation is:

IMA FINANCIAL GROUP, INC.

ARTICLE II

Registered Office and Resident Agent

The address of the Corporation's registered office in the State of Kansas is 534 S. Kansas Avenue, Suite 1000, Topeka, KS 66603. The Registered Agent at such address is Incorp Services, Inc.

ARTICLE III

Purpose

The Corporation is organized for profit, and the nature of the business and the purposes of the Corporation are:

- a. To engage in the insurance brokerage business, and any related business; and
- b. To engage in any lawful act or activity for which corporations may be organized under the KGCC, as now in effect and as hereafter amended or modified.

ARTICLE IV

Capital Stock

The total authorized capital stock of the Corporation is 32,000,000 shares of stock. Each of such shares, as and when issued, shall be fully paid and nonassessable. The Corporation shall have authority to issue such stock as follows:

- a. Four million (4,000,000) shares of Class A Voting Common Stock of the par value of ten cents (\$.10) per share, sixteen million (16,000,000) shares of Class B Non-Voting Common Stock of the par value of ten cents (\$.10) per share, and twelve million (12,000,000) shares of Class C Voting Common Stock of the par value of ten cents (\$.10) per share.
- b. All voting rights accorded by law to the holders of common stock shall be and hereby are vested solely in the holders of Class A Voting Common Stock and Class C Voting Common Stock with each such class to be entitled to one vote per share; provided, however, that holders of Class B Non-Voting Common Stock shall be entitled as a class to vote upon any matter pertaining to such class as provided in K.S.A. 17-6602; provided, further, that in the case of any sale or disposition of all or substantially all of the Corporation's assets, in the case of any resolution to dissolve this Corporation, or the case of any proposed statutory merger or consolidation involving this Corporation (whether or not as a survivor), all classes of common stock shall be considered a single class with each share of common stock being entitled to one vote. For all other purposes, including dividends and distributions on partial or complete liquidation, each share of common stock, regardless of class, shall be entitled to the same rights and privileges as every other share, regardless of class, it being the intention hereof that for such other purposes, the rights of each

holder of common stock shall be determined as if all shares of common stock constituted a single class.

- c. The Corporation is authorized to use uncertificated "book entry" shares for all classes of the Corporation's stock to the extent permitted by K.S.A. 17-6408 and the KGCC.
- d. No stockholder may own or control, directly or indirectly, at any time more than 10,000 shares of Class A Voting Common Stock (it being understood that no violation of this provision shall result solely from the redemption of Class A Voting Common Stock). Any purported issuance or transfer of shares of Class A Voting Common Stock in violation of the provisions of this subparagraph d shall be void *ab initio*.

ARTICLE V

Board of Directors

- a. The election of directors need not be by written ballot.
- b. No director of the Corporation shall be held personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of a director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the provisions of K.S.A. Section 17-6424 and amendments thereto, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this subparagraph D shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation serving at the time of such repeal or modification.

ARTICLE VI

Compromise or Arrangement

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them or between this Corporation and its stockholders or any class of them, any court of competent jurisdiction within the State of Kansas, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of K.S.A. Section 17-6901 and amendments thereto, or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of K.S.A. Section 17-6808 and amendments thereto,

may order a meeting of the creditors or class of creditors, or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such a manner as the court directs. If a majority in number representing ¾ in value of the creditors or class of creditors, or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE VII

Bylaws

The power to adopt, alter, amend or repeal the Corporation's bylaws, in whole or in part, at any time and from time to time, shall be vested concurrently in the stockholders and in the Board of Directors of the Corporation, but the authority of the Board of Directors with respect to bylaws shall at all times remain subject to the superior authority of the stockholders.

ARTICLE VIII

Perpetual Existence

The Corporation shall have perpetual existence.

ARTICLE IX

Indemnification

The Corporation shall indemnify any director or officer of the Corporation who has been, or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (collectively a "Proceeding") by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, trustee, partner, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, to the fullest extent permitted by the KGCC as now in effect and as hereafter amended. Such right to indemnification shall be a contract right and shall include the right to be paid by the Corporation for expenses incurred in defending any Proceeding in advance of its final disposition to the fullest

extent permitted under the KGCC as now in effect and as hereafter amended.

- b. The rights conferred in paragraph A shall not be exclusive of any other right to indemnification which any person may have or hereafter acquire under any statute, bylaw, agreement, contract, resolution of the Board of Directors or stockholders of the Corporation, or otherwise.

ARTICLE X

Restriction on Stock Ownership and Stock Transfer

- a. Restrictions on Stock Ownership. Except as permitted under the IMA Financial Group, Inc. Associate Shareholder Agreement, dated November 2, 2020, as the same may be amended from time to time (as so amended, the "Shareholder Agreement") (i) no Class A or Class B Common Stock of the Corporation shall be pledged or hypothecated, and (ii) no person, corporation, partnership, limited liability company, trust, or other entity may own or control directly or indirectly, any Class A or Class B Common Stock of the Corporation except for (a) individual persons who are directors of the Corporation elected by the holders of Class A Common Stock, employees of the Corporation, or in either case of one or more of its wholly-owned subsidiaries, or (b) Qualified Self-Directed IRAs (as defined below) (collectively, "Eligible Shareholders"). "Qualified Self-Directed IRAs" means (i) with respect to distributions from the Corporation's prior Stock Bonus Plan that the distributee has the right to specify the eligible retirement plan to which such distribution is to be paid in accordance with applicable Internal Revenue Code Rules and (ii) individual retirement accounts or plans validly existing under Sections 408 or 408A of the Internal Revenue Code of 1986, as amended, if at all times (a) the participant of the eligible retirement plan or the primary beneficiary of the trust is a director elected by the holders of Class A Common Stock or employee of the Corporation or one or more of its subsidiaries ("Authorized Primary Beneficiary"), (b) all investment decisions of the eligible retirement plan or the trust are made by the Authorized Primary Beneficiary, and (c) the principal mailing address of the eligible retirement plan or the trust is located within the same state as the state of residence of Authorized Primary Beneficiary, the State of Kansas, or another state approved by the Corporation in its sole discretion. Upon ceasing to be an Eligible Shareholder by reason of resignation, retirement, discharge, or otherwise, a Class A or Class B Common stockholder shall forthwith sell all of such common stock to the Corporation for the "Fair Market Value" thereof as defined and determined in the Shareholder Agreement or, if the Shareholder Agreement shall be terminated for any reason, for the fair market value thereof determined in a manner as consistent as practicable

with the method provided in the Shareholder Agreement at the time of its termination. Stock to be purchased by the Corporation pursuant to this Article X shall be paid for as soon as reasonably practicable following the determination of the purchase price pursuant to the terms hereof. Any disputes regarding the determination of Fair Market Value, including disputes involving Class A or Class B Common stockholders who are not parties thereto, shall be resolved in accordance with the provisions of the Shareholder Agreement.

- b. Restrictions on Sales, Exchanges, and Other Transfers for Consideration. Before any share of Class A or Class B Common Stock may be sold, exchanged, or otherwise transferred or assigned by a stockholder for consideration (a "selling stockholder"), it must first be offered for sale to the Corporation (and, in the alternative, to all then existing stockholders as described below) by written notice served upon the secretary of the Corporation (the "Secretary") by the selling stockholder, such notice to specify the number of shares offered for sale, the name, address, and principal occupation of the proposed purchaser and the price and terms at which it is proposed to sell them. At any time within 30 days after the service of such notice, the Corporation may elect to purchase any or all of such shares of stock by paying the Secretary, for the account of the selling stockholder, the price per share (or cash equivalent if the proposed sale is other than for cash) in accordance with the terms specified by such notice. Any such available shares of common stock that the Corporation fails to purchase in the time and manner aforesaid may then be sold by such selling stockholder at a price that is not less than the price specified in said written notice and upon terms not substantially different from the terms specified in said written notice. If such sale is not effected within six months following the expiration of the 30-day option period set out above, none of such stock may be sold, exchanged, or otherwise transferred or assigned for consideration at any price without again complying with the aforesaid procedure, in the same manner as if such stock had never before been offered for sale to the Corporation and existing stockholders.

- c. Restrictions on Gifts. Gifts of Class A or Class B Common Stock shall not be subject to Paragraph B of this Article X, but no Class A or Class B Common Stock in the Corporation may be given away unless the donee agrees, in writing, to be bound by the same terms and conditions that are applied to the Transferor and that obligates the Transferor to sell such stock under the Corporation's Shareholder Agreement, or on such other terms and conditions as the Board of Directors may provide.

- d. Article Inapplicable. The provisions of this Article X shall be inapplicable to (i) any common stock owned by a party to the Shareholder Agreement, (ii) any Class C Voting Common Stock, (iii) any merger or consolidation to which the Corporation is a party provided that the stockholders of the

Corporation immediately prior to the merger or consolidation do not, in the aggregate, own voting capital stock of the surviving or resulting corporation constituting a majority of the voting capital stock, of such corporation, or (iv) any sale to a single purchaser in a single transaction or series of related transactions, of common stock comprising at least 50% of the then issued and outstanding common stock of all classes, provided, that all stockholders of the Corporation were offered the opportunity to sell all of their common stock at the same price and on substantially the same terms, or (v) any transfer that has been approved or ratified pursuant to the Shareholder Agreement or any successor to such paragraph.

- e. Shareholder Agreement. A copy of the Shareholder Agreement shall be furnished by the Corporation's Secretary to each Stockholder of the Corporation upon written request.

ARTICLE XI

Cumulative Voting

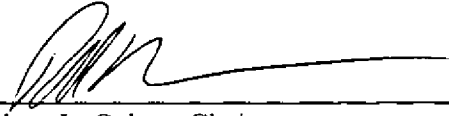
Cumulative voting shall not be allowed at the election of directors of the Corporation, and any statutory cumulative voting requirements in force at the date of its organization are eliminated.

ARTICLE XII

Internal Corporate Claims

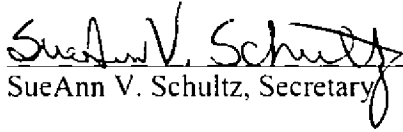
All internal corporate claims (as hereinafter defined) which are not subject to a separate written agreement requiring arbitration shall be brought solely and exclusively in a federal or state court sitting within the City of Wichita, Sedgwick County, Kansas. "Internal corporate claims" means claims, including claims in the right of the Corporation, (1) that are based upon a violation of a duty by a current or former director or officer or stockholder in such capacity; or (2) as to which the KGCC confers jurisdiction upon the district court.

IN WITNESS WHEREOF. I have hereunto subscribed my name at Denver, Colorado, on this 2nd day of November, 2020.



Robert L. Cohen, Chairman

ATTEST:


SueAnn V. Schultz, Secretary

KANSAS SECRETARY OF STATE
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