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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM621856

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
All Risks, Ltd.		01/01/2021	Corporation:

RECEIVING PARTY DATA

Name:	Ryan Specialty Group, LLC	
Street Address:	180 N. Stetson Ave., 4600	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60601	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark	
Registration Number:	4443233	ALIVE RISK	
Registration Number:	3355333	ALL RISKS	
Registration Number:	2822676	ALL RISKS LIMITED	
Registration Number:	4005707	ALLRISKS	
Registration Number:	3402636	GET IT DONE RIGHT. NOW.	
Registration Number:	5687506	PREXA	
Registration Number:	4062806	QUICK COMMERCIAL	
Registration Number:	4062805	QUICK COMMERCIAL	
Registration Number:	3427512	QUICKCOMP	
Registration Number:	4052951	QUICK COMP	
Registration Number:	3677271	QUICKHOME	
Registration Number:	4059698	QUICK HOME	

CORRESPONDENCE DATA

Fax Number:

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: 312.481.6829

Email: ashley.nicholas@ryansg.com

Correspondent Name: Ashley Nicholas

Address Line 1: 180 N STETSON AVE STE 4600

TRADEMARK

900592723 REEL: 007167 FRAME: 0593

Address Line 4: CHIC	CHICAGO, ILLINOIS 60601	
NAME OF SUBMITTER:	Ashley Nicholas	
SIGNATURE:	/Ashley Nicholas/	
DATE SIGNED:	01/22/2021	

Total Attachments: 4

source=Trade Mark Assignment - All Risks assignment to RSG (1-7-21) SIGNED#page1.tif source=Trade Mark Assignment - All Risks assignment to RSG (1-7-21) SIGNED#page2.tif source=Trade Mark Assignment - All Risks assignment to RSG (1-7-21) SIGNED#page3.tif source=Trade Mark Assignment - All Risks assignment to RSG (1-7-21) SIGNED#page4.tif

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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "**Trademark Assignment**") is made and entered into effective as of January 1, 2021, by and between All Risks Specialty, LLC (f/k/a All Risks, Ltd.), a limited liability company organized under the laws of the State of Maryland, ("**Assignor**"), and Ryan Specialty Group, LLC, a limited liability company organized under the laws of the State of Delaware ("**Assignee**"). Assignor and Assignee shall each be a "**Party**", and collectively, the "**Parties**".

WHEREAS, Assignor is the owner of all right, title and interest in the trademark registrations set forth in **Exhibit 1** (the "**Assigned Marks**");

WHEREAS, All Risks, Ltd. a Maryland corporation, converted into All Risks Specialty, LLC, a Maryland limited liability company, effective August 31, 2020.

WHEREAS, Assignor and Assignee are each a party to that certain Equity Purchase Agreement, dated as of June 23, 2020 (the "**Purchase Agreement**"), pursuant to which, inter alia, Assignee acquired all equity interests of the Assignor, making it a wholly owned subsidiary of Assignee, effective September 1, 2020;

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee desires to acquire, assume and accept, the Assigned Marks pursuant to the terms of this Trademark Assignment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and mutual benefits to be gained thereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment.</u> Assignor does hereby assign unto Assignee all right, title and interest in and to the Assigned Marks, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all rights of action and remedies for past, present and future infringements of any of the Assigned Marks.
- 2. <u>Recordation and Further Actions.</u> The Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be reasonably necessary, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the Assigned Marks are properly assigned to Assignee and to document and record with the appropriate governmental authorities the aforesaid assignment and transfer.
- 3. <u>No Conflict.</u> This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. In the event of a conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.

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- 4. <u>Governing Law.</u> This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 5. <u>No Modifications</u>. No amendment, supplement, modification, waiver or termination of this Trademark Assignment shall be implied or be binding unless in writing and signed by the Party against which such amendment, supplement, modification, waiver or termination is asserted.
- 6. <u>Successors and Assigns.</u> This Trademark Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 7. <u>Counterparts.</u> This Trademark Assignment may be executed in two (2) or more counterparts, including by electronic transmission in PDF format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 007167 FRAME: 0596 IN WITNESS WHEREOF; Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

ALL RISKS SPECIALTY, LLC (f/k/a All Risks, Ltd.)

Name: Nicholas Cortezi

Title: Chief Executive Officer

RYAN SPECIALTY GROUP, LLC

Name: Mark S. Katz

Title: EVP & General Counsel

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Exhibit 1

Assigned Marks

Trademark	Registration Date	Registration Number
ALIVE RISK	December 3, 2013	4,443,233
ALL RISKS	December 18, 2007	3,355,333
Ollrisks	March 16, 2004	2,822,676
allrisks	August 2, 2011	4,005,707
GET IT DONE	March 25, 2008	3,402,636
RIGHT. NOW.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
PREXA	February 26, 2019	5,687,506
QUICK COMMERCIAL	November 29, 2011	4,062,806
Quick	November 29, 2011	4,062,805
QUICKCOMP	May 13, 2008	3,427,512
QuiCkmp	November 8, 2011	4,052,951
QUICKHOME	September 1, 2009	3,677,271
Quick Home	November 22, 2011	4,059,698

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RECORDED: 01/22/2021