

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624219

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900582206		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strovis Holdings, LLC		11/24/2020	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	World Insurance Associates, LLC		
Street Address:	656 Shrewsbury Avenue		
Internal Address:	Suite 200		
City:	Tinton Falls		
State/Country:	NEW JERSEY		
Postal Code:	07701		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4428774	STROVIS	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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:	732-741-3900		
Email:	dazzinaro@ghclaw.com		
Correspondent Name:	Diane Azzinaro		
Address Line 1:	125 Half Mile Road, Suite 300		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	19592-0115		
NAME OF SUBMITTER:	Evan X. Bakhet/		
SIGNATURE:	/Evan X. Bakhet/		
DATE SIGNED:	02/03/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated November 20, 2020 and effective as of November 1, 2020, is entered into by and among Stroviss Holdings, LLC, a South Carolina limited liability company (the "Assignor") and World Insurance Associates, LLC, a New Jersey limited liability company (the "Assignee"). Capitalized terms used herein that are not otherwise defined shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of November 18, 2020 and effective to the extent provided therein as of November 1, 2020, by and among the Assignee and the Assignor (the "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to acquire from the Assignor, among other assets, certain intellectual property of the Assignor, including without limitation, the Assigned Trademark (defined below), together with all of the assets of the ongoing and existing business to which such Assigned Trademark pertains; and

WHEREAS, the Asset Purchase Agreement contemplates that the Assignor and the Assignee will enter into this Assignment to provide for the Assignor's sale, transfer and assignment of the Assigned Trademark to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registration common law trademarks for each item set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property 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 Assignor and Assignee with respect to the Assigned Trademark. 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.

4. Warranty of Assignors. The Assignor warrants that such Assignor has full and complete power and authority to sell, transfer and assign the Assigned Trademark to the Assignee.

5. Further Actions. The Assignor agrees that it will execute and deliver or cause to be executed and delivered, to the Assignee or its legal representatives, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions as may be necessary to transfer the Assigned Trademark to the Assignee.

6. Assignment; Binding Effect. This Assignment and the rights and obligations of the parties hereunder may not be assigned by any party without the prior written consent of the other parties. This Assignment shall be binding and enforceable upon and inure to the benefit of the parties and their successors and permitted assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when all counterparts taken together shall have been executed and delivered (which deliveries may be made by facsimile or electronic transmission) by the parties.

8. Notices. All notices and other communications to be given hereunder shall be in writing and delivered in accordance with the notice provisions of the Asset Purchase Agreement.

9. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the choice of law principles or rules thereof. The parties hereto irrevocably consent to the exclusive jurisdiction and venue of the courts located in Monmouth County, New

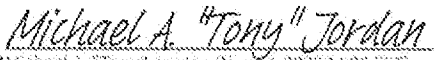
Jersey and agree that all actions, proceedings, litigation, disputes, or claims relating to or arising out of this Assignment shall be brought and tried only in such courts. EACH OF THE PARTIES WAIVES ANY RIGHTS THAT SUCH PARTY MAY HAVE TO BRING A CAUSE OF ACTION IN ANY COURT OR IN ANY PROCEEDING INVOLVING A JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. Severability. If any provision of this Assignment or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Assignment shall be severable.

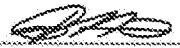
[Signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee has duly executed and delivered this Intellectual Property Assignment on the first date set forth above, effective as of November 1, 2020.

STROVIS HOLDINGS, LLC, Assignee


By: Michael A. "Tony" Jordan (Nov 2A, 2020 10:26 EST)
Name: Michael A. Jordan
Title: President

WORLD INSURANCE ASSOCIATES, LLC, Assignor


By: Philip A Nisbet (Nov 2A, 2020 13:51 EST)
Name: Philip Nisbet
Title: Director of Mergers and Acquisitions

[Signature page to Intellectual Property Assignment]

TRADEMARK
REEL: 007182 FRAME: 0840

Exhibit 1

Trademark

Mark	Registration Number	Registration Date
STROVIS	4,428,774	November 5, 2013

Docs #4718725-v4



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

February 02, 2021

PTAS

DIANE AZZINARO
125 HALF MILE ROAD, SUITE 300
RED BANK, NJ 07701



900582206

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There's a discrepancy with the execution date. The cover sheet has 11/24/2020 but the document has 11/20/2020 and also there's a discrepancy with the conveying party entity type. The cover sheet has Corporation but the document has LLC.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, March 4, 2021**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900582206
Access Code: XJ56NTKGG89TG00

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION