

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625929

<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>
Clearsurance, Inc.		02/04/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Osceola Lead Generation Holdings, LLC		
<b>Street Address:</b>	1715 N Westshore Blvd		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5569219	C	
<b>Registration Number:</b>	5569216	CLEARSURANCE	
<b>Registration Number:</b>	5251774	CLEARSURANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	William L. Bartow		
<b>SIGNATURE:</b>	/williamlbartow/		
<b>DATE SIGNED:</b>	02/11/2021		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

This **Trademark Assignment Agreement** (the “Trademark Assignment”) is made and entered into as of February 4, 2021 (the “Effective Date”) by and between Clearurance, Inc., a Delaware corporation (the “Assignor”) and Osceola Lead Generation Holdings, LLC (the “Assignee”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee, among others, entered into that certain Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignor has conveyed, transferred and assigned to Assignee the Assets of Assignor, including the trademark registrations set forth on Schedule I attached hereto, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the “Assigned Trademarks”).

**WHEREAS**, Assignor is the owner of the Assigned Trademarks, and as of the Effective Date and pursuant to the terms hereof, Assignor wishes to assign to Assignee, and the Assignee wishes to assume, all right, title and interest in and to the Assigned Trademarks.

**NOW, THEREFORE**, for good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor’s business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee’s successors, assigns or other

legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Assignor hereby represents and warrants to Assignee:

(a) Assignor exclusively owns all right, title and interest in all of the Assigned Trademarks free and clear of any liens or encumbrances and Assignor has the exclusive right to assign, sell, license, or otherwise transfer all right, title and interest to the Assigned Trademarks;

(b) Assignor has not transferred, assigned or otherwise granted any right, license or interest in or to any of the Assigned Trademarks to any third party; and

(c) Assignor has the ability to enter into this Trademark Assignment and assign the rights granted herein without violation of any law, regulation or any agreement with any third party.

5. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.


7. 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.

**[Remainder of page intentionally left blank.  
Signature page follows.]**

**IN WITNESS WHEREOF**, the Parties have executed this Trademark Assignment as of the Effective Date.

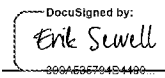
**ASSIGNOR:**

**CLEARSURANCE, INC.**

By:   
Name: Michael Crowe  
Title: President

**ASSIGNEE:**

**OSCEOLA LEAD GENERATION HOLDINGS, LLC**

By:   
Name: Erik Sewell  
Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

**Schedule I**

<b>Trademark</b>	<b>Registration Number</b>
C and Design	5569219
CLEARSURANCE and Design	5569216
CLEARSURANCE	5251774
Clearsurance (in Canada - favorable decision, appellant may appeal until 2/11/2021)	Serial number 1,779,348
Clearsurance (WIPO)	1343595
Clearsurance (in Australia)	1343595
Clearsurance (in Switzerland)	1343595
Clearsurance (in China)	1343595
Clearsurance (in the European Union)	1343595
Clearsurance (in India)	1343595
Clearsurance (in Japan)	1343595
Clearsurance (in South Korea)	1343595
Clearsurance (in Norway)	1343595
Clearsurance (in Federation of Russia)	1343595