

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631119

|   |  |  |                                     |
|---|--|--|-------------------------------------|
| <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>                  |
| Rice Insurance Services Company, LLC  |  | 02/26/2021                               | Limited Liability Company: KENTUCKY |
| <b>RECEIVING PARTY DATA</b>   |  |  |                                     |
| <b>Name:</b>  | AssuredPartners NL, LLC                            |  |                                     |
| <b>Street Address:</b>  | 200 Colonial Parkway, Suite 140                    |  |                                     |
| <b>City:</b>  | Lake Mary  |  |                                     |
| <b>State/Country:</b>   | FLORIDA  |  |                                     |
| <b>Postal Code:</b>   | 32746  |  |                                     |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |  |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |  |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                         |                                     |
| <b>Serial Number:</b>   | 86665307   | RISC RICE INSURANCE SERVICES COMPANY, LL |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |  |                                     |
| <b>Fax Number:</b>  | 5616256572   |  |                                     |
| <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>   | 5616256575   |  |                                     |
| <b>Email:</b>   | ustrademarks@mchaleslavin.com                      |  |                                     |
| <b>Correspondent Name:</b>  | Brian M Taillon                                    |  |                                     |
| <b>Address Line 1:</b>  | 2855 PGA Blvd.                                     |  |                                     |
| <b>Address Line 4:</b>  | Palm Beach Gardens, FLORIDA 33410                  |  |                                     |
| <b>NAME OF SUBMITTER:</b>   | Brian M. Taillon                                   |  |                                     |
| <b>SIGNATURE:</b>   | /Brian M. Taillon/                                 |  |                                     |
| <b>DATE SIGNED:</b>   | 03/10/2021   |  |                                     |
| <b>Total Attachments: 5</b>   |  |  |                                     |
| source=Trademark Assignment Agreement - Rice Insurance Services Company LLC#page1.tif   |  |  |                                     |
| source=Trademark Assignment Agreement - Rice Insurance Services Company LLC#page2.tif   |  |  |                                     |
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OP \$40.00 86665307

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of February 26, 2021, is made by **RICE INSURANCE SERVICES COMPANY, LLC** (“Seller”), a Kentucky limited liability company, located at 4211 Norbourne Boulevard, Louisville, Kentucky 40207, in favor of **ASSUREDPARTNERS NL, LLC** (“Buyer”), a Delaware limited liability company, located at 200 Colonial Parkway, Suite 140, Lake Mary, Florida 32746, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of February 26, 2021 (the “Purchase Agreement”). Buyer and Seller are sometimes referred to in this Trademark Assignment individually as a “Party” and collectively as the “Parties”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller 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, and/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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, reasonably required to ensure that the Assigned Trademark(s) is/are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

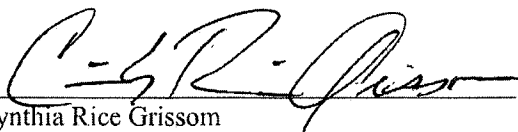
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Kentucky, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kentucky or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

**RICE INSURANCE SERVICES COMPANY, LLC:**

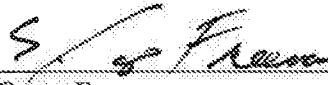
By:   
Name: Cynthia Rice Grissom  
Title: Chief Executive Officer

Address for Notices:  
4211 Norbourne Boulevard, Louisville, KY 40207

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

**AGREED TO AND ACCEPTED:**

**ASSUREDPARTNERS NL, LLC**

By:   
Name: S. Corey Freeman  
Title Regional President

Address for Notice:  
200 Colonial Center Parkway, Suite 140  
Lake Mary, FL 32746

**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**



**Word Mark** RISC RICE INSURANCE SERVICES COMPANY, LLC  
**Goods and Services** IC 036, US 100 101 102, G & S; Insurance underwriting services, namely, real estate insurance and real estate errors and omissions insurance. FIRST USE: 20160514, FIRST USE IN COMMERCE: 20160514  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 07 01 05 - Other houses  
**Serial Number** 86665307  
**Filing Date** June 17, 2015  
**Current Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** April 26, 2016  
**Registration Number** 5249822  
**Registration Date** July 10, 2017  
**Owner** (REGISTRANT) RICE INSURANCE SERVICES COMPANY, LLC LIMITED LIABILITY COMPANY KENTUCKY 4211 Norbourne Boulevard Louisville KENTUCKY 40256  
**Attorney of Record** David W. Canthers  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INSURANCE SERVICES COMPANY, LLC" APART FROM THE MARK AS SHOWN  
**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of the words "RISC RICE INSURANCE SERVICES COMPANY, LLC". To the left of the words is a portion of a house.  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE