

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633123

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
We Insure Group, Inc.		03/16/2021	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	CenterState Bank. N.A.
Street Address:	7077 Bonneval Road
Internal Address:	Suite 130
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32216
Entity Type:	National Banking Association: FLORIDA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4799481	WE
Registration Number:	4799571	WE
Registration Number:	4807725	WE INSURE
Registration Number:	4807719	WE INSURE
Registration Number:	4982376	WE INSURE
Registration Number:	4982370	WE INSURE
Registration Number:	4256358	WEINSURE FLORIDA
Registration Number:	6202083	TEAM WE
Registration Number:	6191450	TEAM WE
Serial Number:	88728578	TEAM WE
Serial Number:	88728347	TEAM WE
Serial Number:	88749098	WE INSURE HOME AUTO BUSINESS LIFE
Serial Number:	88749851	WE INSURE HOME AUTO BUSINESS LIFE
Serial Number:	88780007	THE POWER OF WE
Serial Number:	88786223	THE POWER OF WE
Serial Number:	88765795	DISCOVER THE POWER OF WE
Serial Number:	88765790	DISCOVER THE POWER OF WE

OP \$440.00 4799481

CORRESPONDENCE DATA**Fax Number:** 9043998440

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: 904-807-2109**Email:** fkent@marksgray.com**Correspondent Name:** Fred H. Kent, III, Esq.**Address Line 1:** 1200 Riverplace Blvd.**Address Line 2:** Ste 800**Address Line 4:** Jacksonville, FLORIDA 32207

NAME OF SUBMITTER:	Fred H. Kent, III
SIGNATURE:	/s/ Fred H. Kent, III
DATE SIGNED:	03/19/2021

Total Attachments: 7

source=Trademark Assignment Agreement#page1.tif

source=Trademark Assignment Agreement#page2.tif

source=Trademark Assignment Agreement#page3.tif

source=Trademark Assignment Agreement#page4.tif

source=Trademark Assignment Agreement#page5.tif

source=Trademark Assignment Agreement#page6.tif

source=Trademark Assignment Agreement#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

We Insure Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 03/16/2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CenterState Bank, N.A.

Street Address: 7077 Bonneval Road, #130

City: Jacksonville

State: Florida

Country: USA Zip: 32216

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship United States
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached list of 7 pending applications

B. Trademark Registration No.(s)

See attached list of 9 registrations

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Fred H. Kent, III, Esq.

Internal Address: Suite 800

Street Address: 1200 Riverplace Blvd

City: Jacksonville

State: FL Zip: 32207

Phone Number: 904-398-0900

Docket Number: _____

Email Address: fkent@marksgray.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name Fred H. Kent, III

9. Signature:

03/19/2021

Signature

Date

Fred H. Kent, III

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Assignment (the "Assignment") is made as of March 16, 2021, by **WE INSURE GROUP, INC.**, a Florida corporation (Assignor) whose address is 1430 Prudential Drive, Jacksonville, Florida 32207, in favor of **CENTERSTATE BANK, N.A.**, ("Assignee") whose address is 7077 Bonneval Road, Suite 130, Jacksonville, Florida 32216, Attn: Mike Gardell.

RECITALS

WHEREAS, Assignee has agreed to make a loan to Assignor of a revolving line of credit (the "**Loan**") to be evidenced by a promissory note dated of even date herewith in the amount of \$1,000,000.00 (the "**Note**") together with such additional documents and agreements in favor of Assignee evidencing and securing the Note and the Loan (the "**Loan Documents**").

WHEREAS, As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Assignor's obligations to Assignee under the Note and the Loan Documents, Assignor has agreed to grant to Assignee (i) a continuing security interest in and a general lien upon, and (ii) an assignment of, the following (being collectively referred to herein as the "**Collateral**"): (a) all of Assignor's now existing or hereafter acquired right, title and interest in and to: all of Assignor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in **Exhibit A** hereto, together with all rights and privileges arising under applicable law with respect to Assignor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "**Trademarks**"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Assignor against third parties for past or future infringement of the Trademarks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby agree as follows:

1. Grant of Security Interest and Assignment. Assignor does hereby grant to Assignee as the secured party and assignee (i) a continuing security interest in and a general lien upon, and (ii) an assignment of, Assignor's entire right, title and interest in and to the Trademarks and Collateral described hereinabove to secure the Loan.

2. Assignee's Rights and Remedies. At any time a default exists or has occurred and is continuing under this Assignment, the Note and/or the Loan Documents (an "Event of Default") in addition to all other rights and remedies of Assignee, whether provided under this Agreement, the other Loan Documents, applicable law or otherwise, Assignee shall have the following rights and remedies which may be exercised (but without any obligation to so exercise) without notice to, or consent by, Assignor except as such notice or consent is expressly provided for hereunder or under the Indenture:

(a) Assignee may require that neither Assignor nor any affiliate or subsidiary of Assignor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Assignee may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Assignee by Assignor or any subsidiary or affiliate of Assignor or for such other reason as Assignee may determine.

(b) Assignee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as is appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Assignee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Assignor of intended disposition of Collateral is required by law, the giving of five (5) business days prior written notice to Assignor of any proposed disposition shall be deemed reasonable notice thereof and Assignor waives any other notice with respect thereto. Assignee shall have the power to buy the Collateral or any part thereof, and Assignee shall also have the power to execute assurances and perform all other acts which are appropriate or proper to complete such assignment, sale, or disposition. In any such event, Assignor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Assignee may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Assignor agrees to pay Assignee on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Assignor agrees that Assignee has no obligation to preserve rights to the Trademarks against any other parties.

(e) Assignee may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Assignee. Thereafter, Assignee may apply any remaining proceeds to such of the obligations under the Loan Documents as Assignee may in its good faith discretion determine. Assignor shall remain liable to Assignee for any of the obligations under the Loan Documents remaining unpaid after the application of such proceeds, and Assignor shall pay Assignee on demand any such unpaid amount, together with interest at the rate then applicable to the obligations under the Loan Documents set forth in Note.

(f) Assignor shall supply to Assignee or to Assignee's designee, Assignor's knowledge and expertise relating to the marketing and sale of the products and services bearing the Trademarks and Assignor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Assignee to take any such action at any time. All of Assignee's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

3. Costs and Fees. Assignor shall promptly pay Assignee for any and all expenditures made by Assignee pursuant to the provisions of this Agreement or the Loan Documents for the defense, protection or enforcement of the Assignor's obligations, the Collateral, or the security interests and

assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Note and shall be part of the obligations secured hereby.

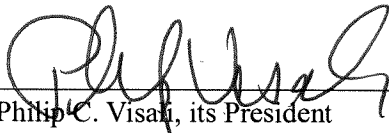
4. Governing Law; Venue. This Assignment is deemed to be executed and delivered within the State of Florida and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Florida without regard to its conflicts of law principles. Assignor and Assignee irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Duval County, Florida and the United States District Court for the Middle District of Florida, Jacksonville Division, whichever Assignee may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents.

WAIVER OF JURY TRIAL. ASSIGNOR AND ASSIGNEE EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR AND ASSIGNEE IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. ASSIGNOR AND ASSIGNEE EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ASSIGNOR OR ASSIGNEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ASSIGNOR AND ASSIGNEE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 16 day of March, 2021.

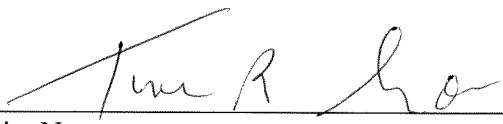
WE INSURE GROUP, INC., a Florida corporation

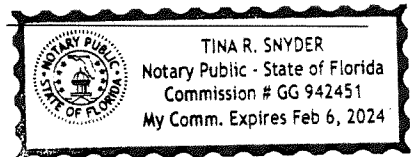
By: 
Philip C. Visali, its President

STATE OF FLORIDA)
) ss.:
COUNTY OF DUVAL)

The foregoing instrument was executed, acknowledged and delivered before me by means of physical presence or online notarization this 16 day of March, 2021, by Philip C. Visali, the President of We Insure Group, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced a valid driver license or _____ as identification.

[NOTARIAL SEAL]


Print Name: _____
Notary Public, State and County Aforesaid
Commission #: _____
My Commission Expires: _____




SIGNATURE PAGE TO TRADEMARK ASSIGNMENT



EXHIBIT A

Registered Trademarks

File #	Trademark	Owner	Class	REGISTRATION NUMBER	REGISTRATION DATE	NEXT DEADLINE
27969		We Insure Group, Inc.	36	4,799,481	8/25/2015	8/25/2025 10 Year Renewal
27970		We Insure Group, Inc.	35	4,799,571	8/25/2015	8/25/2025 10 Year Renewal
27971		We Insure Group, Inc.	36	4,807,725	9/8/2015	9/8/2025 10 Year Renewal
27972		We Insure Group, Inc.	35	4,807,719	9/8/2015	9/8/2025 10 Year Renewal
28216	WE INSURE (Word Mark)	We Insure Group, Inc.	35	4,982,376	6/21/2016	6/21/2022 Declaration of Continued Use and Incontestability
28218	WE INSURE (Word Mark)	We Insure Group, Inc.	36	4,982,370	6/21/2016	6/21/2022 Declaration of Continued Use and Incontestability
27976		We Insure Group, Inc.	36	4,256,358	12/11/2012	12/11/2022 10-Year Renewal
31115		We Insure Group, Inc.	35	6,202,083	11/17/2020	11/17/2026 Declaration of Continued Use and Incontestability

31116	TEAM 	We Insure Group, Inc.	36	6,191,450	11/3/2020	11/3/2026 Declaration of Continued Use and Incontestability
-------	---	-----------------------	----	-----------	-----------	--

Trademarks Pending Registration

File #	Trademark	Owner	Class	APPLICATION NUMBER	APPLICATION DATE & STATUS
30968	TEAM WE (Word)	We Insure Group, Inc.	35	88-728578	12/16/2019 Response to Office Action due 3/17/2021
30969	TEAM WE (Word)	We Insure Group, Inc.	36	88-728347	12/16/2019 Response to Office Action due 3/17/2021
31118		We Insure Group, Inc.	36	88-749098	1/7/2020 Statement of Use due 4/20/2021
31117		We Insure Group, Inc.	35	88-749851	1/7/2020 Statement of Use due 4/20/2021
31166	THE POWER OF WE (Word)	We Insure Group, Inc.	36	88-780007	1/31/2020 Response to Final Office Action due 3/25/2021
31164	THE POWER OF WE (Word)	We Insure Group, Inc.	35	88-786223	2/5/2020 Response to Final Office Action due 3/25/2021
31162	DISCOVER THE POWER OF WE (Word)	We Insure Group, Inc.	36	88-765795	1/20/2020 Response to Final Office Action due 3/25/2021
31158	DISCOVER THE POWER OF WE (Word)	We Insure Group, Inc.	35	88-765790	1/20/2020 Response to Final Office Action due 3/25/2021