

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBCG LLC d/b/a Vertus Benefits		12/31/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Alliant Insurance Services, Inc.		
Street Address:	701 B Street		
Internal Address:	6th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88783903	V VERTUS MAKE THE BENEFIT DIFFERENCE	
Serial Number:	88783906	MAKE THE BENEFIT DIFFERENCE	
Serial Number:	88783907	VERTUS	
Serial Number:	88783908	VERTUS BENEFITS	
CORRESPONDENCE DATA			
Fax Number:	6192311234		
<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:	6195252500		
Email:	w.bivens@mpglaw.com		
Correspondent Name:	D. Whitlow Bivens		
Address Line 1:	225 Broadway		
Address Line 2:	Suite 1900		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	D. Whitlow Bivens		
SIGNATURE:	/D. W. Bivens/		
DATE SIGNED:	04/15/2021		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“*Assignment*”), executed and effective as of December 31, 2020 (the “*Effective Date*”), is made by EBCG LLC d/b/a Vertus Benefits, an Illinois limited liability company (“*Assignor*”), in favor of Alliant Insurance Services, Inc., a California corporation (“*Assignee*”).

WHEREAS, pursuant to that certain Asset Purchase and Capital Contribution Agreement (the “*Purchase Agreement*”) concurrently entered into herewith, by and among Assignor and Assignee, et. al., Assignor has agreed to execute and deliver this Assignment; and

WHEREAS, Assignor is the applicant, registrant, common law proprietor, and/or beneficial owner of the trademarks, trade names, and service marks, together with the goodwill of the business symbolized by the foregoing, set forth on Schedule A, attached hereto and made a part hereof (collectively, the “*Marks*”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey, transfer, assign, and deliver to Assignee all of its right, title, and interest in and to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, and its successors and assigns forever, all of Assignor’s right, title, and interest throughout the world, in, to, and under the following:
 - a. the Marks, and any renewals thereof, including all common law rights connected thereto;
 - b. the goodwill symbolized by the Marks;
 - c. all rights to any causes of action for and claims for damages by reason of infringement of any of the Marks, whether arising prior to or after the date hereof; and
 - d. any and all other rights arising out of or otherwise relating to the Marks.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

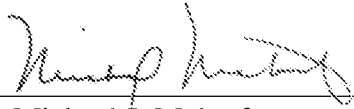
2. USPTO Filing. Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.
3. Further Assurance. Assignor hereby agrees upon the request of Assignee to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things which are reasonably necessary to carry out the terms and intent of this Assignment.
4. General. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner, nor any provision waived, except by a writing signed by Assignor and Assignee. If any clause of this Assignment is determined by any court or other competent authority to be unlawful or unenforceable, the other clauses of this Assignment will continue in effect. This Assignment may be delivered by Electronic Delivery (as defined in the Purchase Agreement).
5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be performed entirely in such state without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York and, where applicable, the federal laws of the United States.

[Signature on Following Page]

IN WITNESS WHEREOF, Assignor has executed this Assignment as an instrument under seal as of the date first written above.

ASSIGNOR:

EBCG LLC d/b/a VERTUS BENEFITS

By: 

Name: Michael J. Malouf

Title: Manager

SCHEDULE A

MARK	FILING DATE	STATUS	CLASS	SERIAL NO.	REG NO.	REG DATE
V VERTUS MAKE THE BENEFIT DIFFERENCE (Logo)	02/04/20	PENDING	36	88783903	N/A	N/A
MAKE THE BENEFIT DIFFERENCE	02/04/20	PENDING	36	88783906	N/A	N/A
VERTUS	02/04/20	PENDING	36	88783907	N/A	N/A
VERTUS BENEFITS	02/04/20	PENDING	36	88783908	N/A	N/A