

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653454

<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>
Ample Property and Casualty Insurance Company		06/01/2021	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Insurance Associates, LLC		
<b>Street Address:</b>	656 Shrewsbury Ave.		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Tinton Falls		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07701		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4936201	AMPLE INSURANCE COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7327413900		
<b>Email:</b>	dazzinaro@ghclaw.com		
<b>Correspondent Name:</b>	Diane Azzinaro		
<b>Address Line 1:</b>	125 Half Mile Road, Suite 300		
<b>Address Line 2:</b>	Giordano, Halleran & Ciesla, P.C.		
<b>Address Line 4:</b>	Red Bank, NEW JERSEY 07701		
<b>NAME OF SUBMITTER:</b>	John L. Sikora		
<b>SIGNATURE:</b>	/John L. Sikora/		
<b>DATE SIGNED:</b>	06/11/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), dated as of June 1, 2021, is entered into by and between Ample Property and Casualty Insurance Company, a Florida corporation (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 May 24, 2021, by and among the Assignee, Ample Insurance Company, Lawrence Adkins, Aris Harduvel 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 on-going 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, the Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee all of the 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 the 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. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by the Assignee. Following the date hereof, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the 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 the Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 have duly executed and delivered this Trademark Assignment on the first date set forth above, effective as of June 1, 2020.

AMPLE PROPERTY AND CASUALTY COMPANY, Assignor

By:   
\_\_\_\_\_  
Name: Lawrence Adkins  
Title: President

WORLD INSURANCE ASSOCIATES, LLC, Assignee

By: *Philip A Nisbet*  
\_\_\_\_\_  
Name: Philip Nisbet  
Title: Director of Mergers and Acquisitions

*[Signature page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 007324 FRAME: 0211**

Exhibit 1

Trademark

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
AMPLE INSURANCE COMPANY	4936201	April 12, 2016