

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian Insurance Agency LLC		07/01/2021	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	World Insurance Associates, LLC		
Street Address:	656 Shrewsbury Avenue, Suite 200		
City:	Tinton Falls		
State/Country:	NEW JERSEY		
Postal Code:	07701		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4779031	CROSSLAND INSURANCE AGENCY	
Registration Number:	4779051	CROSSLAND INSURANCE AGENCY	
Registration Number:	4779052	COVERED. NO MATTER WHERE YOU ARE.	
CORRESPONDENCE DATA			
Fax Number:	5045689130		
<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:	5045661311		
Email:	roym@phelps.com		
Correspondent Name:	Mary Ellen Roy		
Address Line 1:	365 Canal Street 20th Floor		
Address Line 4:	New Orleans, LOUISIANA 70130		
NAME OF SUBMITTER:	Mary Ellen Roy		
SIGNATURE:	/Mary Ellen Roy/		
DATE SIGNED:	07/02/2021		
Total Attachments: 4			
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OP \$90.00 4779031

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), is entered into effective as of July 1, 2021 (the “**Effective Date**”), between Crossland Insurance Agency, LLC, a Louisiana limited liability company (formerly known as Guardian Insurance Agency, LLC), located at 1101 Highway 90E, New Iberia, Louisiana 70560 (“**Assignor**”), in favor of World Insurance Associates, LLC, a New Jersey limited liability company, located at 656 Shrewsbury Avenue, Suite 200, Tinton Falls, New Jersey 07701 (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee, on the one hand, and Assignor and A&E Enterprises, L.L.C., liability Louisiana limited liability company, Andrew R. Arceri and Erin K. Arceri, on the other, dated as of July 1, 2021 and effective as of July 1, 2021 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor hereby conveys, transfers, and assigns to Assignee, among other assets, certain intellectual property of Assignor, as specifically identified below, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) any trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of 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. Representations and Warranties. Assignor represents and warrants that it is the sole and exclusive legal and beneficial record owner of all right, title and interest in and to the Assigned IP, and has the valid right to use the Assigned IP in connection with the conduct of the business of Assignor free and clear of any claims. Assignor further represents and warrants that the Assigned IP is valid, subsisting and enforceable and there have been no assignments, grants,

mortgages, licenses, pledges, encumbrances, alienations, or other agreements affecting such rights of Assignor in favor of any third party. Assignor further represents and warrants that it has taken commercially reasonable steps to maintain the Assigned IP. To the knowledge of Assignor no person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, the Assigned IP.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to 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 IP to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the 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 IP. 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.

5. 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 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.

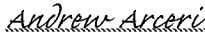
6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

Crossland Insurance Agency, LLC, as Assignor

By 
Andrew Arceri (Jul 30, 2021 23:08 EDT)
Name: Andrew Arceri
Title: Managing Member
Date: July 1, 2021


World Insurance Associates, LLC, as Assignee

By 
Phil Nisbet (Jul 1, 2021 05:27 EDT)
Name: Phil Nisbet
Title: Director of Mergers and Acquisitions
Date: July 1, 2021

[Signature Page for Trademark Assignment – Crossland]

SCHEDULE 1

Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
"Crossland Insurance Agency" (trade name/service mark)	United States	4,779,031	July 21, 2015 *renewal deadline: July 21, 2021
 (trade name/service mark & logo)	United States	4,779,051	July 21, 2015 *renewal deadline: July 21, 2021
"COVERED. NO MATTER WHERE YOU ARE." (trademark/service mark)	United States	4,779,052	July 21, 2015 *renewal deadline: July 21, 2021