

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insurance Licensing Services of America, Inc.		09/01/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ReSource Pro LLC		
Street Address:	60 East 42nd Street		
Internal Address:	Suite 1500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10165		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4907455	ILSA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	169700.00005		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	09/01/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”) is made and entered into as of September 1, 2021 (the “Effective Date”), by and among ReSource Pro LLC, a Delaware limited liability company (“Buyer”) and Insurance Licensing Services of America, Inc., a Texas corporation (“Seller”) (each of the Buyer and Seller, a “Party” and, collectively, the “Parties”).

WHEREAS, Seller is the owner of (i) the trademarks and associated trademark registrations listed or identified in the Purchase Agreement as owned by the Seller and/or on Exhibit A (the “Trademark Properties”), along with (a) all business associated with the Trademark Properties, and (b) the good will of the business connected with the use of the Trademark Properties and symbolized thereby; (ii) all original works of authorship owned by the Seller that are associated with the Business, including without limitation, the a state portal API for batch processing and submitting data to state portals, the API for customers to submit data to the Company, the surplus lines industry connection software tool (SLIC), and the surplus lines calculator and tax tool (CATT), as well as the registered copyrights set forth on Exhibit A (the “Copyright Properties”); and (iii) all other Intellectual Property rights embodied in or otherwise associated with the Business (as defined in the Purchase Agreement, as defined below) and owned by the Seller, including without limitation the Intellectual Property listed or identified in the Purchase Agreement and/or on Exhibit A;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), the Seller will sell to Buyer, and Buyer will purchase from the Seller, the Purchased Assets; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Seller has agreed to assign its rights to Buyer with regard to all Intellectual Property assets as set forth as owned by the Seller in the Purchase Agreement and on Exhibit A (the “IP Assets,” as defined in greater detail in Exhibit A).

NOW, THEREFORE, in consideration of the covenants and promises contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. Terms used in this Assignment with initial capital letters shall have the respective meanings set forth in this Assignment. Capitalized terms not otherwise defined in this Assignment have the meanings set out in the Purchase Agreement.

2. Assignment. In consideration of the promises and mutual covenants herein contained and as set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, grants, conveys and transfers to the Buyer all of the Seller’s right, title and interest in and to the IP Assets, including (1) all trademarks, pending applications for registration of trademarks, and issued registrations of trademarks related to the Trademark Properties, together with the goodwill of the business connected with the use of the Trademark Properties and symbolized by the Trademark Properties; (2) all copyrights, whether registered or unregistered, associated with

the Copyright Properties; (3) all rights to causes of action and remedies related to the IP Assets including, without limitation, the right to sue, obtain relief and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of rights related to the foregoing; and (4) any and all other rights and interests arising out of, in connection with, or in relation to the IP Assets, the same to be held and enjoyed by the Buyer, its successors, assigns and other legal representatives.

3. Further Assistance. As requested by the Buyer, the Seller shall take all steps reasonably necessary to assist the Buyer in obtaining and enforcing its rights in the IP Assets, at the Buyer's sole expense. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of applicable IP Assets or participating in legal proceedings. The Seller's obligations to reasonably assist the Buyer as set forth herein shall continue for a period of five (5) years following the execution of this Assignment.

4. Governing Law. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law. Any proceeding arising out of or relating to this Assignment may be brought in the courts of the State of Delaware, County of New Castle, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Assignment in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the second sentence of this section may be served on any Party anywhere in the world.

5. General. Each of the Parties warrants and represents that it has the capacity and right to enter into this Assignment; that this Assignment was fully negotiated by the Parties; and that each Party consents to its terms and conditions. This Assignment, including the schedules and together with the Purchase Agreement, comprises the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written communications or understandings between the Parties. The headings used in this Assignment have been provided for the convenience of the Parties and shall have no effect upon the interpretation of this Assignment. This Assignment shall be binding upon the Parties and their agents, successors and permitted assigns. No Party may assign either this Assignment or any of its rights, interests, or obligations hereunder, unless such assignment is compliance with Section 8.6 of the Purchase Agreement. If any of the provisions of this Assignment are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and, if such provision cannot be restated by a court of competent jurisdiction to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, this Assignment shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein. The terms and conditions of this Assignment or any part hereof may only be

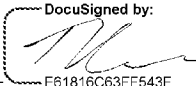
amended in a writing executed by both Parties. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed document by e-mail in PDF or other electronic format, each of which will be as fully binding as an original document.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first above written.

BUYER:

RESOURCE PRO LLC

DocuSigned by:

By: _____
E61816C63FF543F...
Name: Daniel Epstein
Title: Chief Executive Officer

SELLER:

**INSURANCE LICENSING SERVICES OF
AMERICA, INC.**

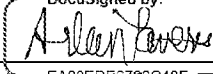
DocuSigned by:
By: 
Name: Arleen Taveras
Title: President and Chief Executive Officer

Exhibit A


IP Assets

The term "IP Assets" means the Seller's interests in the Intellectual Property that is part of Purchased Assets (each as defined in the Purchase Agreement), including but not limited to the following:

Spot On Insurance logo:



Trademark Properties:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
	4907455	Dec. 6, 2016	Insurance Licensing Services of America, Inc. DBA ILSA, Inc. (a Texas corporation)

Copyright Properties:

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
Insurance Licensing Services of America, Inc. Services and Fees Schedule	TX0007199183	2010-02-22	Insurance Licensing Services of America, Inc. (of Groesbeck, TX)
Insurance Licensing Services of America, Inc. Website (2008)	TX0007073221	2010-02-22	Insurance Licensing Services of America, Inc.

			(of Groesbeck, TX)
Master Service Agreement	TX0007088063	2010-02-26	Insurance Licensing Services of America, Inc. (of Groesbeck, TX)
Welcome to Insurance Licensing of America, Inc.!	TX0007073213	2010-02-22	Insurance Licensing Services of America, Inc. (of Groesbeck, TX)

Domain Names:

<u>Domain Name</u>	<u>Registrant / Registrant Organization</u>
ilsamerica.com	Insurance Licensing Services of America, Inc.
ilsaforms.com	Insurance Licensing Services of America, Inc.
ilsasurpluslines.com	Insurance Licensing Services of America, Inc.
ilsatx.com	The Endurance International Group, Inc.
ilsareports.com	Insurance Licensing Services of America, Inc.
thinc-space.com	Insurance Licensing Services of America, Inc.
insurancelicensestore.com	Insurance Licensing Services of America, Inc.
ilsainc.com	Insurance Licensing Services of America, Inc.
licensing4insurance.com	Insurance Licensing Services of America, Inc.
spotoninsurance.com	ILSA, LLC
soiteam.com	ILSA, LLC

Other Intellectual Property Assets:

Issued Patents: None.

Unregistered Copyrights: All rights, including without limitation, copyrights, in the following proprietary Software (in object code and source code forms): the state portal API for batch processing and submitting data to state portals, the API for customers to submit data to Seller, the surplus lines industry connection software tool (SLIC), and the surplus lines calculator and tax tool (CATT).

Social Media Accounts:

1. Insurance Licensing Services of America, Inc. – Facebook
2. Insurance Licensing (@ILSAinc) – Twitter
3. Insurance Licensing Services of America, Inc. – LinkedIn
4. ILSAinc – YouTube

All right, title and interest in and to all podcast creations, YouTube videos and marketing and educational materials produced and owned by ILSA, LLC, a Puerto Rican limited liability company (“ILSA (PR)”) prior to the Effective Date and transferred to Seller pursuant to that certain Bill of Sale, dated as of the date hereof, between ILSA (PR) and Seller.