

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686756

<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>
Acrisure, LLC		08/06/2021	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Lane I, LLC		
<b>Street Address:</b>	555 E. North Lane		
<b>City:</b>	Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4213267	J.C. TAYLOR INSURANCE	
<b>Registration Number:</b>	2571139	J.C. TAYLOR	
<b>Registration Number:</b>	2504143	DRIVE THROUGH TIME WITH PEACE OF MIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178781345		
<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>	16175735850		
<b>Email:</b>	elizabeth.burkhard@hklaw.com		
<b>Correspondent Name:</b>	Elizabeth Burkhard/Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue, 11th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	162123.00026		
<b>NAME OF SUBMITTER:</b>	Elizabeth Burkhard		
<b>SIGNATURE:</b>	/Elizabeth Burkhard/		
<b>DATE SIGNED:</b>	11/09/2021		
<b>Total Attachments: 8</b>			
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**IP ASSIGNMENT AGREEMENT**

This **IP ASSIGNMENT AGREEMENT** (this “*Agreement*”), effective as of August 6, 2021, is entered into by and between Acrisure, LLC, a Michigan limited liability company (“*Assignor*”) and North Lane I, LLC, a Delaware limited liability company (“*Assignee*”) in connection with the Asset Purchase Agreement (the “*Purchase Agreement*”) dated as of the date hereof, by and between Assignor and Assignee. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**BACKGROUND**

**WHEREAS**, Assignor is the recorded owner of all right, title and interest in and to certain Intellectual Property Assets, which are defined as the Trademarks set forth in Schedule A and the Domains Names set forth in Schedule B attached hereto;

**WHEREAS**, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, certain intellectual property rights of Assignor, including the Trademarks set forth in Schedule A and the Domains Names set forth in Schedule B;

**WHEREAS** under the terms of the Purchase Agreement, Assignee desires to receive Assignor’s entire right, title, and interest in and to the Trademarks listed in Schedule A and the Domains Names set forth in Schedule B, including all of the goodwill associated therewith and symbolized thereby and further including all common law rights associated therewith by virtue of use in commerce.

**NOW THEREFORE**, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

**AGREEMENT**

**1. ASSIGNMENT.** Assignor hereby irrevocably and unconditionally conveys, transfers, sells, and assigns to Assignee and Assignee hereby accepts all of Assignor’s right, title, and interest in and to the following:

**1.1 Trademarks.**

(a) All of Assignor’s right, title, and interest in and to the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned 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, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives;

(e) The foregoing to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Agreement had not been made.

## **1.2 Domain Names.**

(a) All right, title, and interest in and to the Domain Names listed in Schedule B, including the current registration thereof with the listed Registrar in Schedule B (the "**Assigned Domains**"), along with any other rights therein, including, but not limited to, trademark rights in any jurisdiction, Assignor may have in the Domain Names set forth in Schedule B, including any goodwill associated therewith;

(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, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

(e) The foregoing to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Agreement had not been made.

**2. FURTHER ASSISTANCE.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Domain Name Registrars listed in Schedule B to record and register this Intellectual Property Assignment upon request by Assignor. Upon Assignee's reasonable request and at Assignee's expense, Assignor agrees to perform all acts that may be reasonably necessary to transfer and, when applicable, to record the transfer, to permit and assist Assignee or its successor or assignee in perfecting and enforcing its rights in the Assigned

Trademarks and the Assigned Domain Names. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of applicable the Assigned Trademarks and the Assigned Domain Names or participating in legal proceedings. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of either Assignor on a document necessary to perfect the transfer or assignment of the Assigned Trademarks and the Assigned Domain Names, Assignor hereby irrevocably appoints Assignee as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of such Assignor to execute, verify, and file any documents related to the Assigned Trademarks and the Assigned Domain Names with the same legal force and effect as if executed by such Assignor.

### **3. GENERAL.**

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

**3.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction).

**3.3 Waiver; Amendment.** Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

**3.4 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**3.5 Counterparts.** This Intellectual Property Assignment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Any such counterpart, to the extent delivered by means of .pdf, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

**3.6 Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Intellectual Property 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 Trademarks and the Assigned Domain Names. This Agreement is executed and delivered pursuant to the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the representations, warranties, covenants, obligations or other terms set forth in the

Purchase Agreement. To the extent that any provision of this Assignment and Assumption conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above by the parties hereto.

**ASSIGNEE:**

NORTH LANE I, LLC

DocuSigned by:  
*William McKernan*  
Signature: \_\_\_\_\_  
FF9C9B064B74A0...

Name: William McKernan

Title: President

**ASSIGNOR:**

ACRISURE, LLC

Signature: \_\_\_\_\_

Name: Ryan G. Foley

Title: Executive Vice President

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above by the parties hereto.

**ASSIGNEE:**

NORTH LANE I, LLC

Signature: \_\_\_\_\_

Name: William McKernan

Title: President

**ASSIGNOR:**

ACRISURE, LLC

Signature: Ryan G. Foley

Name: Ryan G. Foley

Title: Executive Vice President