

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693184

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ENTITY CONVERSION
RESUBMIT DOCUMENT ID:	900652533

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insubuy, Inc.		07/19/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Insubuy, LLC
Street Address:	4200 Mapleshade Lane, Suite 200
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3339132	
Registration Number:	3339155	INSUBUY
Registration Number:	2932870	BUY AMERICAN INSURANCE.COM
Registration Number:	2932871	INSU BUY
Registration Number:	4127552	BUY AMERICAN INSURANCE.COM
Registration Number:	4123832	INSUBUY
Registration Number:	4236960	INSUBUY
Registration Number:	4870528	SAME PRICE. BETTER SERVICE.
Registration Number:	5550525	EXCHANGEGUARD
Registration Number:	5645203	PROTECTFLEX
Registration Number:	5615201	BROKERSNEXUS
Registration Number:	5626108	BROKERSNEXUS
Registration Number:	5580857	
Registration Number:	6155215	OMNISECURE
Serial Number:	88891474	STUDENTSHIELD

CORRESPONDENCE DATA

Fax Number: 9495676710

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9498527792
Email: ipprosecution@orrick.com, vsantos@orrick.com
Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	49700.3
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	12/08/2021

Total Attachments: 11

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Office of the Secretary of State

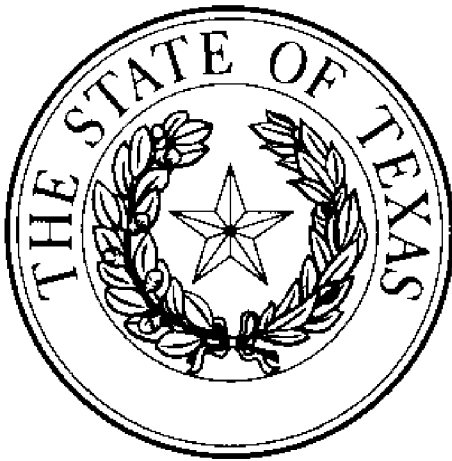
The undersigned, as Deputy Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Insubuy, LLC
Filing Number: 804161127

Certificate of Conversion

July 19, 2021

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 08, 2021.



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

CERTIFICATE OF CONVERSION
of
INSUBUY, INC.,
A TEXAS CORPORATION,
converting to
INSUBUY, LLC,
A TEXAS LIMITED LIABILITY COMPANY

FILED
In the Office of the
Secretary of State of Texas

JUL 19 2021

Corporations Section

This Certificate of Conversion (this "Certificate") is being executed by the undersigned to convert INSUBUY, INC., a Texas corporation, into INSUBUY, LLC, a Texas limited liability company. In compliance with Section 10.154 of the Texas Business Organizations Code (the "Code"), the Certificate sets forth the following:

1. The name of the converting limited liability company is INSUBUY, INC.
2. The jurisdiction of formation of Insubuy, Inc. is Texas.
3. The date of incorporation of Insubuy, Inc. was December 27, 2000, as a Virginia corporation, and Insubuy, Inc. was later reincorporated in the State of Texas on January 16, 2007.
4. The file number issued to Insubuy, Inc. by the Texas Secretary of State is 800760349.
5. Insubuy, Inc. is converting to a limited liability company. The name of the converted limited liability company is INSUBUY, LLC.
6. Insubuy, LLC will be formed under the laws of the State of Texas.
7. A signed plan of conversion is on file at the principal place of business of Insubuy, Inc. The address of the principal place of business of Insubuy, Inc. is 4200 Mapleshade Ln Ste 200, Plano, TX 75093.
8. A signed plan of conversion is attached hereto and will be on file after the conversion at the principal place of business of Insubuy, LLC. The address of the principal place of business of Insubuy, LLC is 4200 Mapleshade Ln Ste 200, Plano, TX 75093.
9. A copy of the plan of conversion will be furnished on written request without cost by Insubuy, Inc. before the conversion or by Insubuy, LLC after the conversion to any owner or member of Insubuy, Inc. or Insubuy, LLC.
10. The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of Insubuy, Inc.
11. In lieu of providing the tax certificate, Insubuy, LLC is liable for the payment of any franchise taxes.
12. This document becomes effective upon the filing with the Texas Secretary of State.

[Signature page follows.]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Code to execute the filing instrument.

INSUBUY, INC, a Texas corporation

By: 

Name: Narendra Khatri

Title: President and CEO

[Signature Page to the Certificate of Conversion]

TRADEMARK
REEL: 007503 FRAME: 0220

**PLAN OF CONVERSION OF
INSUBUY, INC.
(a Texas corporation)
INTO
INSUBUY, LLC
(a Texas limited liability company)**

This PLAN OF CONVERSION is made as of this 13th day of July 2021, by INSUBUY, INC., a Texas corporation, pursuant to Section 10.101 of the Texas Business Organization Code.

1. Pursuant to this Plan of Conversion, INSUBUY, INC. (the "Corporation"), originally filed as a Texas corporation on January 16, 2007 (following reincorporation from its status as a Virginia entity incorporated on December 27, 2000), shall convert into a Texas limited liability company (the "Conversion").

2. The name of the limited liability company into which the Corporation will be converted is INSUBUY, LLC (the "LLC"). The Corporation is continuing its existence in the organizational form of a limited liability company formed under the laws of the State of Texas.

3. The Plan of Conversion was approved by the sole shareholder and the Board of Directors of INSUBUY, INC. (see Section 10.101 of the Texas Business Organization Code).

4. The manner and basis of converting the stock of the Corporation shall be as follows:

All of the issued and outstanding shares of capital stock of the Corporation shall be converted into 100 units of the LLC, all of which shall be distributed to Insubuy Holding, Inc., a Delaware corporation, as sole member of the LLC.

5. The LLC's Certificate of Conversion, Certificate of Formation and Limited Liability Company Agreement are attached hereto as Exhibit A, Exhibit B and Exhibit C, respectively, and are incorporated by reference herein.

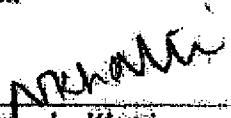
6. The LLC's principal place of business will be located at such place inside or outside of Texas as the Board may from time to time designate, and all business and activities of the LLC will be deemed to have occurred at its principal office. The LLC may maintain offices at such other place or places as the Board deems advisable. The address of the registered office of the LLC in the State of Texas will be 1999 Bryan Street, Suite 900, Dallas, Texas 75201. The name of the registered agent at such address upon whom process against this limited liability company may be served is CT Corporation System.

7. The Conversion has been approved in accordance with Section 10-101 of the Texas Business Organization Code.

8. The effective date of the conversion shall be on July 13, 2021.

IN WITNESS WHEREOF, this Plan of Conversion has been signed by the duly authorized officer of the Corporation as of the day and year first above written.

INSUBUY, INC., a Texas
corporation

By: 
Name: Nasendra Khatri
Title: President and Chief
Executive Officer

[Signature Page to the Plan of Conversion]

FILED
In the Office of the
Secretary of State of Texas

JUL 19 2021

Corporations Section

CERTIFICATE OF FORMATION
OF
INSUBUY, LLC

This Certificate of Formation of Insubuy, LLC (the "Company") is being duly executed and filed by the undersigned, as an authorized person to form a limited liability company under the Texas Business Organizations Code, (the "TBOC"). It is hereby certified as follows:

FIRST: The name of the limited liability company is Insubuy, LLC.

SECOND: The address of the registered office of the Company in the State of Texas is 1999 Bryan Street, Suite 900, Dallas, Texas 75201. The name of the registered agent at such address upon whom process against this limited liability company may be served is CT Corporation System.

THIRD: The sole member of the limited liability company is Insubuy Holding, Inc., a Delaware corporation, with its principal place of business located at 4200 Mapleshade Lane, Suite 200, Plano, Texas 75093.

FOURTH: The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

FIFTH: In furtherance and not in limitation of the powers conferred by the Act, the Company shall be governed by a limited liability company agreement.

SIXTH: The Company is being formed pursuant to a plan of conversion of Insubuy, Inc., a Texas corporation originally incorporated as a Texas corporation on January 16, 2007 (following reincorporation from its status as a Virginia entity incorporated on December 27, 2000), with its principal place of business at 4200 Mapleshade Lane, Suite 200, Plano, Texas 75093, into Insubuy, LLC.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation as of July 13, 2021:

/s/ Glenda Smith

Glenda Smith, an authorized person

LIMITED LIABILITY COMPANY AGREEMENT

OF

INSUBUY, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), dated as of July 13, 2021 of Insubuy, LLC, a Texas limited liability company (the "Company"), is made by Insubuy Holding, Inc., as its sole member (the "Member").

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein contained, and other good and valuable consideration, had and received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Name. The name of the limited liability company is "Insubuy, LLC".
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Texas Business Organizations Code (the "Code") and engaging in any and all activities necessary or incidental to the foregoing.
3. Principal Place of Business: The Company shall have its principal place of business at such location or locations as the Member may from time to time select, which shall initially be 4200 Mapleshade Ln STE 200, Plano, TX 75093.
4. Member. The name and mailing address of the Member is as follows:

Insubuy Holding, Inc.	4200 Mapleshade Ln STE 200, Plano, TX 75093.
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5. Interests. The Company shall be authorized to issue an aggregate of one hundred (100) units of limited liability company interests, all of which shall be of one class and shall be designated as "Common Units," and all of which shall be issued to the Member. Common Units shall for all purposes be personal property. The Common Units shall not be certificated.
6. Capital Contributions by the Member. The Member will make capital contributions to the Company from time to time, as it shall determine, which contributions shall be set forth on the Company's books and records. Neither the Member nor any other member shall be required or permitted to make any additional contributions without the consent of the Member and any other members at such time. The percentage interest of the Member and each other member in the Company shall be as set forth in the books and records of the Company, as amended from time to time.
7. Distributions. Distributions shall be made to the members in proportion to Common Units of each member.
8. Management. The Company shall be managed by a Managing Member (the "Managing Member") who shall initially be the Member. Management of the Company is reserved and shall be vested solely in the Managing Member. The Managing Member shall manage the Company in

accordance with this Agreement. The actions of the Managing Member taken in such capacity and in accordance with this Agreement shall bind the Company.

(i) The Managing Member shall have full, exclusive, and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business, operations, and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Company as set forth herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Texas. Subject to the provisions of this Agreement, the Managing Member shall have general and active management of the business and operations of the Company. In addition, the Managing Member shall have such other powers and duties as may be prescribed by the Managing Member and this Agreement. Such duties may be delegated by the Managing Member to officers, agents, or employees of the Company as the Managing Member may deem appropriate from time to time.

(ii) The Managing Member may, from time to time, designate one or more persons to be officers of the Company. No officer need be a member of the Company. Any officers so designated will have such authority and perform such duties as the Managing Member may, from time to time, delegate to them. The Managing Member may assign titles to particular officers, including, without limitation, chairman, chief executive officer, president, chief financial officer, vice president, chief operating officer, secretary, assistant secretary, treasurer, and assistant treasurer. Each officer will hold office until his or her successor shall have been duly designated and shall have qualified or until his or her death or until he or she will resign or will have been removed. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the officers and agents of the Company will be fixed from time to time by the Managing Member or by any officer acting within the Managing Member's authority. Any officer may be removed as such, either with or without cause, by the Managing Member whenever in the Managing Member's judgment the best interests of the Company will be served thereby. Any vacancy occurring in any office of the Company may be filled by the Managing Member. The officers shall be authorized to control the day-to-day operations and business of the Company. The initial officers of the Company shall be the following:

Name	Title
Narendra Khatri	President and Chief Executive Officer
Jagruti Khatri	Executive Vice President

9. Limitations on Authority. The authority of the Member over the conduct of the business affairs of the Company shall be subject only to such limitations as are expressly stated in this Agreement or in the Code.

10. Limitation on Liability. Notwithstanding any other provision to the contrary contained in this Agreement, no Member, Managing Member or any officer of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or any other party for any loss, damage, cost, liability or expense incurred by reason of or caused by any act or omission performed or omitted by such entity or person in such capacity, whether alleged to be based upon or arising from errors in judgment, negligence, gross negligence or breach of the duty of care, except with respect to any actions or omissions of such entity or person that constitute criminal activity, willful misconduct, fraud or a knowing violation or breach of this Agreement. Without limiting the foregoing, no Member, Managing Member or any officer of the Company shall in any event be liable for (i) the failure to take any action not specifically required to be taken by it, him or her under the terms of this Agreement, (ii) any action or omission taken or suffered by any other person or (iii) any mistake, misconduct, negligence, dishonesty or bad faith on the part of any employee or agent of the Company appointed by such entity or person in good faith. Notwithstanding any

provision of this Agreement to the contrary, to the extent that, at law or in equity, the Member, Managing Member or any officer has any duties (fiduciary or otherwise) and liabilities relating thereto to the Company, (A) the Member, Managing Member or such officer shall not be liable to the Company for actions taken in reliance upon the provisions of this Agreement, and (B) the duties (fiduciary or otherwise) of the Member, Managing Member or such officer are intended to be modified and limited to those expressly set forth in this Agreement, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Member, Managing Member or such officer. The provisions of this Agreement, to the extent that they restrict or limit the duties and liabilities of the Member, Managing Member or any officer of the Company otherwise existing at law or in equity, replace such other duties and liabilities of the Member, Managing Member or such officer to the maximum extent permitted by applicable law. The Member, Managing Member and each officer may consult with legal counsel of its, his or her own choosing, and any act or omission suffered or taken by such entity or person on behalf of the Company or in furtherance of the interests of the Company in good faith reliance upon, and in accordance with, the prior written advice of such counsel shall be full justification for any such act or omission, and such entity or person shall be fully protected in so acting or omitting to act; *provided, however*, that if it is ultimately determined that such action was a breach of this Agreement or results in the improper receipt, directly or indirectly, of personal benefit the Member, Managing Member or such officer, such entity or person shall be accountable to the Company for such action or omission notwithstanding such prior legal advice.

11. Indemnification. The Company shall, to the fullest extent authorized by the Code, indemnify and hold harmless any member, manager (including any Managing Member), officer, or employee of the Company from and against any and all claims and demands arising by reason of the fact that such entity or person is, or was, a member, manager, officer, or employee of the Company.

12. Books and Records. The Company shall keep, or cause to be kept, accurate, full and complete books, accounts and records showing assets, liabilities, income, operations, transactions and the financial condition of the Company. Such books, accounts and records shall be prepared on the cash or accrual basis of accounting, as determined by the Managing Member. The Member shall have access thereto at any time and shall have the right to copy such books, accounts and records at its expense.

13. Fiscal Year. The fiscal year of the Company shall be the calendar year.

14. Tax Elections. It is the intention of the Company and the member that, for so long as the Company has only one member, the Company shall be disregarded as an entity separate from such member for U.S. federal (and all applicable state and local) income tax purposes. Neither the Company nor the member will make any election or file any tax return that is inconsistent with such intended treatment.

15. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following (a) the written consent of the Member; (b) the death, retirement, resignation, expulsion, insolvency, bankruptcy, or dissolution of the Member; or (c) the occurrence of any other event which terminates the continued membership of the Member in the Company. Upon dissolution pursuant to this Section 15, the Company's business and assets shall be liquidated in an orderly manner. The Member or members or its or their designee shall be the liquidators to wind up the affairs of the Company. In performing their duties, the liquidators are authorized to sell, distribute, exchange, or otherwise dispose of Company assets in accordance with the Code in any manner that the liquidators shall determine.

16. Consents. Any action that may be taken by the Managing Member at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the Managing Member.

17. Resignation. A member shall not resign from the Company except upon the transfer of all of its interest in the Company or the concurrent dissolution of the Company.

18. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member and any additional members at the time.

19. Amendments. Except as otherwise provided in this Agreement or in the Code, this Agreement may be amended only by the written consent of the Member to such effect.

20. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by, the laws of the State of Texas (excluding its conflict-of-laws rules).

* * * * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the date first written above.

SOLE MEMBER:

INSUBUY HOLDING, INC.

By: N. Khatri

Name: Narendra Khatri

Title: President and Chief Executive
Officer

Signature Page to Insubuy, LLC Limited Liability Company Agreement