

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694342

| | | | |
|-----------------------------------|----------------------------------------------------|----------------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUNZ Holdings, LLC | | 12/01/2021 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | SUNZ Insurance Services, LLC | | |
| Street Address: | 1301 6th Avenue | | |
| City: | Bradenton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 34205 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 41 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6030803 | ACCELERATE YOUR RELEVANCE | |
| Registration Number: | 6020195 | ACCELEVANT | |
| Registration Number: | 6030780 | ACCELEVANT | |
| Registration Number: | 5896617 | ACCELEVANT PREMIUM AUDIT | |
| Registration Number: | 5012055 | ASCENTIAL CARE | |
| Registration Number: | 5717446 | AVALON SUBROGATION PARTNERS | |
| Registration Number: | 6089058 | BRAND ARMOR | |
| Registration Number: | 6494182 | BULLY ARMOR | |
| Registration Number: | 6439053 | | |
| Registration Number: | 6030804 | | |
| Registration Number: | 5305902 | E3VA | |
| Registration Number: | 5305920 | E3VA | |
| Registration Number: | 5322514 | ELEVATE EVERYONE EVERYDAY | |
| Registration Number: | 6203900 | INSPIRING A SAFER WORKFORCE | |
| Registration Number: | 5717471 | MAXIMIZING INSURANCE SUBROGATION | |
| Registration Number: | 5112243 | | |
| Registration Number: | 5315698 | NEXT LEVEL | |
| Registration Number: | 5137183 | NEXT LEVEL ADMINISTRATORS | |
| Registration Number: | 5137182 | NEXT LEVEL ADMINISTRATORS | |

OP \$1040.00 6030803

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------------|
| Registration Number: | 6495092 | NEXT LEVEL ADMINISTRATORS |
| Registration Number: | 5322343 | PEOPLE DATA RESULTS |
| Registration Number: | 5322393 | POSITIVE ENERGY IN A RISKY WORLD |
| Registration Number: | 5715429 | RECOVERIT |
| Registration Number: | 5743362 | RMA RISK MANAGEMENT AMERICA |
| Registration Number: | 6131002 | SUBROAI |
| Registration Number: | 6049088 | SUBROAI |
| Registration Number: | 5322064 | SUNZ |
| Registration Number: | 5322066 | SUNZ |
| Registration Number: | 5300168 | SUNZ INSURANCE |
| Registration Number: | 5300172 | SUNZ INSURANCE |
| Registration Number: | 5927739 | WATCHPOINT |
| Registration Number: | 6019025 | WATCHPOINT |
| Registration Number: | 5927833 | WATCHPOINT INTELLIGENCE ANALYTICS INVEST |
| Serial Number: | 90784253 | BULLY ARMOR |
| Serial Number: | 97704076 | |
| Serial Number: | 97044098 | COLLECTORS MOTOR INSURANCE, POWERED BY S |
| Serial Number: | 97038941 | CONNECT CENTRAL, LLC |
| Serial Number: | 90869699 | |
| Serial Number: | 88002999 | IRIS |
| Serial Number: | 90755034 | V VERYTUS HOLDINGS LLC |
| Serial Number: | 88003017 | IRIS INSURANCE RISK IN SIGHT |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 18164746550
Email: tweber@shb.com
Correspondent Name: Shook, Hardy & Bacon LLP
Address Line 1: 2555 Grand Blvd.
Address Line 4: Kansas City, MISSOURI 64108

| | |
|--------------------|------------------|
| NAME OF SUBMITTER: | Teddi K. Weber |
| SIGNATURE: | /Teddi K. Weber/ |
| DATE SIGNED: | 12/13/2021 |

Total Attachments: 15
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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”), dated December 1, 2021 (the “Effective Date”), is entered into by and between SUNZ Holdings, LLC, a Florida limited liability company (“Assignor”) and SUNZ Insurance Services, LLC, a Florida limited liability company (“Assignee”) in connection with the Contribution Agreement (the “Contribution 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 Contribution Agreement.

WHEREAS, Assignor is the recorded owner of all right, title and interest in and to certain Proprietary Rights (as defined below), which are set forth in Schedule A;

WHEREAS, under the terms of the Contribution Agreement, the parties have agreed that Assignor will convey, transfer, and assign to Assignee, all Proprietary Rights of Assignor set forth in Schedule A, 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 (collectively, the “Proprietary Rights”), except for the Excluded Proprietary Rights included on Schedule B, and Assignee will receive Assignor’s entire right, title, and interest in and to the Proprietary Rights;

WHEREAS, the execution and delivery of this Agreement is required under Sections 2.2 and 2.3 of the Contribution Agreement.

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:

- 1. ASSIGNMENT.** Assignor does hereby irrevocably and unconditionally convey, transfer, sell and assign to Assignee, effective as of the date hereof, all of Assignor’s right, title and interest in and to the Proprietary Rights.
- 2. ASSUMPTION.** Assignee hereby accepts the assignment, transfer, conveyance and delivery of the right, title and interest in, to and under the Proprietary Rights and agrees to pay, perform and discharge, as and when due, all of the obligations and liabilities of Assignor under the Proprietary Rights (if any) accruing before the date hereof, including all obligations and liabilities relating to claims and causes of action with respect to any of the foregoing, including, without limitation, all claims for damages, restitution and injunctive and other legal and equitable relief for past infringements, dilution, misappropriation, violation, misuse, breach or default by the Proprietary Rights of any other person’s, business’s or entity’s intellectual property. For the avoidance of doubt, nothing in this Agreement is intended to or shall be deemed to (a) grant either party any indemnification rights or (b) assign, transfer, convey or deliver any liability associated with Assignor’s or any other person’s, business’s or entity’s use or exploitation of the Proprietary Rights after the Effective Date.
- 3. FURTHER ASSISTANCE.** From time to time following the Effective Date, Assignor shall, at Assignee’s request and expense, provide to Assignee, its successors, assigns or other representatives, reasonable cooperation and assistance as may be reasonably required in connection with effectuating the full benefits and purposes of this Agreement (including by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation to perfect Assignee’s right, title and interest in, to and under the Proprietary Rights, including, without

limitation, in connection with preparing and prosecuting any applications relating to the Proprietary Rights or bringing or defending against any infringement or misappropriation suit or other proceeding that may arise in connection with any of the Proprietary Rights). For the avoidance of doubt, nothing in this section will be interpreted to imply that Assignor will be obligated to initiate, pay for, control, or provide expertise beyond its existing knowledge for any applications related to the Proprietary Rights.

4. GENERAL.

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

4.2 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).

4.3 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.

4.4 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.

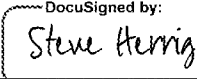
4.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Any such counterpart, to the extent delivered by 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.

4.6 Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the assigned Proprietary Rights. This Agreement is executed and delivered pursuant to the Contribution 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 Contribution Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Contribution Agreement, the Contribution Agreement shall govern.

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

ASSIGNEE:

SUNZ INSURANCE SERVICES, LLC

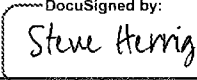
Signature:  _____
89A105180176499...

Name: Steven F. Herrig

Title: Chief Executive Officer

ASSIGNOR:

SUNZ HOLDINGS, LLC

Signature:  _____
89A105180176499...

Name: Steven F. Herrig

Title: Chief Executive Officer

| Off-the-Shelf Software with Custom Modifications | | |
|---------------------------------------------------------|--------------------|-------------------|
| Vendor | System Name | Purpose |
| JW Software | FileHandler | Claims Management |
| Stone River | Sapiens | Policy Management |
| Tableau | Tableau Server | Data Analytics |

| Internally-Developed Proprietary Software | |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application | Purpose / Description |
| QC Tool | The QC Tool test building application is used to create and perform assessments of performance or adherence to standards. The QC Tool is used by Ascential Care Partners, LLC for UR Case review to meet URAC standards. It is also used by Next Level Administrators for file claim review. Watchpoint is testing if the system is more in line with its needs than its current use of CrossTrax. |
| ORS | ORS analyzes and scores claims based on typed notes by an adjuster and uses complex rulesets to attempt to find propensity for various services. ORS functions like an engine and has an administrator interface and produces a daily result set of SQL. ORS is used by Watchpoint for fraud detection. |
| Bulk Uploader | The Bulk Uploader is a relatively universal tool used to upload .xlm, .xls and .csv via APIs into DB. It was developed by Accelevant Premium Audit, but the Company Group anticipates a broader use. |
| Report Generator | The Report Generator is a tool used to interconnect with DB and create reports flexibly. It creates a written report (PDF) using a designed document outline, containing sections that can be from free text, photo galleries, tables, as defined by report type (e.g., a background check, surveillance report or medical canvass). It is currently in development (beta testing) for Watchpoint. The Company Group anticipates future applications. |
| Brand Armor Report Delivery | Brand Armor is an application (IOS, Android) and desktop browser application. Brand Armor has both a client version and administrator version. It is used to upload reporting (PDF, JPG, etc.) and communicate to a desired group the outcomes. It also serves as a repository of reporting delivered to clients. Brand Armor is used by Watchpoint. It is sometimes used by Sunz as part of BrandArmor Social Medica screenings (on a quarterly basis) and for another client to deliver background check reports. Use of Brand Armor can be expanded and used for anyone who may benefit from having a report repository or push notifications sent to their phones or other portable devices. |
| Deductible Billing Tool | The Deductible Billing Tool is a web-based application designed to calculate monthly claims payments, separated by layers of financial responsibility based on policy deductibles. The application used month-end claim financial data and builds a detailed ledger of transactions which can be exported to corporate financial and policy systems for accounts receivable processing. It also produces a basis for paid losses used in determining collateral standing. |
| Cash Application | The Cash Application module was developed using Microsoft PowerApps. It is designed to allow business users the ability to apply premium, collateral and tax payments to a selected vendor, group and policy year. The Cash Application allows designated users to review, edit, delete and approve all checks that have been entered. Upon approval, the application automatically distributes cash payments according to specific business rules and generates a payment batch for approval in StoneRiver. |
| Collateral Assistant | The Collateral Assistant is a custom, internally developed web application designed to support the real-time reporting of collateral positions for each insured of SUNZ, past and present. Transactional data from our enterprise finance and claims administration systems is processed daily to determine the collateral requirements and collateral held for each insured. Historical positions |

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| | <p>are calculated and visualized in the user interface to analyze collateral positions over a rolling 12 month period. Non-cash collateral instruments can be administered within the collateral instrument management module and integrated into the analysis workflow. The application employs an algorithmic approach to collateral funding rate change suggestions designed to correct downward trending positions. Authorized users are empowered to make changes to an insured's funding rate directly within the application, while historical funding rates are memorialized. In addition to the live web interface, the application provides summary report generation and export capabilities.</p> |
| <p>Payroll Processing Engine</p> | <p>The Payroll Processing Engine is a platform designed to automate the retrieval, validation, and preparation of client-submitted payroll data. The back-end engine continuously monitors a secure file transfer platform for newly submitted files and transfers them into a central repository. The validation engine scans each payroll submission and checks for inforce coverage using current policy exposure information from our enterprise policy system. Business and technical rule violations are captured and propagated to a web interface allowing payroll team personnel to review and remediate submission errors. Any corrections made within the platform are captured and a full lineage of each submission is maintained. Submissions can be flagged for underwriting review which triggers an interdepartmental workflow. Errors awaiting review are continuously scanned against new policy reference data, ensuring that payroll is validated against recent policy endorsement activity and eliminating manual intervention. The export engine collects and formats all validated payroll submissions into the proprietary policy system file requirements, reducing the frictional effects of payroll file uploads into the policy system. Validation reporting is accessible within the web interface, allowing users to reconcile the status of each payroll submission across the entire processing lifecycle.</p> |