

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705607

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900664326		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fourseventy Claims, LLC		02/01/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Alacrity Solutions Group, LLC		
Street Address:	9725 WINDERMERE BLVD.		
City:	FISHERS		
State/Country:	INDIANA		
Postal Code:	46037		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5339648	470 FOURSEVENTY	
Registration Number:	5339653	FOURSEVENTY	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchlaw.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0013521.0014		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	01/31/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of February 1, 2021, by and between Alacrity Solutions Group, LLC, a Delaware limited liability company (the “**Purchaser**”), and Fourseventy Claims, LLC, a Texas limited liability company, doing business as “Fourseventy Claim Management” (the “**Seller**”, and together with the Purchaser, the “**Parties**”).

RECITALS

A. The Seller, the Purchaser, and the Equityholders of the Seller are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), whereby the Seller is selling all of its Intellectual Property to the Purchaser, including but not limited to, the Intellectual Property listed on Schedule A, attached hereto (the “**Transferred Intellectual Property**”). Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

B. This Assignment is being executed and delivered pursuant to Section 7.1(t) and Section 7.2(h) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Transfer of the Transferred Intellectual Property. The Seller hereby sells, assigns, conveys, transfers and delivers the Transferred Intellectual Property and all of the Seller’s right, title and interest therein and thereto unto the Purchaser and its successors and assigns.

2. Grant of Rights to the Transferred Intellectual Property. The Seller grants, conveys, transfers, alienates and assigns to the Purchaser, for and throughout the world, the Seller’s rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Transferred Intellectual Property in the Purchaser’s name with any Government Entity; (b) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any Government Entities throughout the world; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Transferred Intellectual Property, as well as all other claims and rights to damages associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Transferred Intellectual Property.

3. Further Assurances. The Seller shall execute, acknowledge and deliver to the Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as the Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Purchaser’s exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. The Seller's assignment of the Transferred Intellectual Property to the Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) of Seller in the Transferred Intellectual Property, whether currently existing or arising or recognized in the future. The Seller does not reserve or retain any right, title or interest in the Transferred Intellectual Property.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict, inconsistency or other difference between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

7. Counterparts. This Assignment may be executed in two or more counterparts, and it is not necessary that signatures of all parties appear on the same counterpart, but such counterparts together will constitute a single binding agreement between and among all parties. Counterparts may be executed by hand or by any electronic signature. Executed counterparts may be delivered via facsimile, electronic mail, or other similar transmission method, and any executed counterpart so delivered will be valid and effective for all purposes. No party will raise the use of any electronic signature (including www.docuSign.com) or the use of a facsimile machine, electronic mail, or other similar transmission method as a means to deliver a signature to this Assignment (or any amendment hereto or thereto) as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

[SIGNATURE PAGE FOLLOWS]

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

PURCHASER:

ALACRITY SOLUTIONS GROUP, LLC,
a Delaware limited liability company

Alacrity Parent, LLC

By: ~~Managing Member~~

By: James C. Pearl

Name: James C. Pearl

Title: Chief Executive Officer

SELLER:

FOURSEVENTY CLAIMS, LLC, a Texas
limited liability company, doing business as
Fourseventy Claims Management

By: _____

Name: Matt D. Fatheree

Title: President

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

PURCHASER:

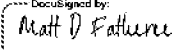
ALACRITY SOLUTIONS GROUP, LLC,
a Delaware limited liability company

Alacrity Parent, LLC
By: Managing Member

By: _____
Name: James C. Pearl
Title: Chief Executive Officer

SELLER:

FOURSEVENTY CLAIMS, LLC, a Texas
limited liability company, doing business as
Fourseventy Claims Management

By:  _____
Name: Matt D. Fatheree
Title: President

SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

- 1) USPTO trademark registration number 5339648 with a registration date of November 21, 2017.
- 2) USPTO trademark registration number 5339653 with a registration date of November 21, 2017.
- 3) Assumed name filed with the Texas Secretary of State on May 14, 2015 for the name Fourseventy Claim Management.
- 4) Seller has the following domain names:
 - a. 470adjuster.com
 - b. 470adjusters.com
 - c. 470claims.com
 - d. 470expeditor.com
 - e. 470expeditors.com
 - f. 470instruct.com
 - g. 470llc.com
 - h. 470xpeditor.com
 - i. 470xpeditors.com
 - j. 4seventy.com
 - k. 4seventyclaims.COM
 - l. fnoinsuretech.com
 - m. four70.com
 - n. four70claims.com
 - o. fourseventy.com
 - p. fourseventyclaims.com
 - q. fourseventyllc.com
 - r. letusscope.com
 - s. righthandics.com
- 5) Seller may have certain common law trademark rights within its trade territory related to the domain names listed above, the name 470 Claims, 470 Claims Management, and other names derivative thereof.