

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLASS SPECIAL RISKS, INC.		04/01/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	RSC INSURANCE BROKERAGE, INC.		
Street Address:	160 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3733890	SEAWAVE	
Registration Number:	3733891	SEAWAVE YACHT INSURANCE	
Registration Number:	4279798	PRIME TIME HIGH PERFORMANCE	
Registration Number:	4817632	PRIME TIME BOAT INSURANCE	
Registration Number:	4854542	PRIME TIME HIGH PERFORMANCE	
Registration Number:	4827111	PRIME TIME BOAT INSURANCE	
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@hkllaw.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:	134398.00075		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	04/04/2022		

OP \$165.00 3733890

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), effective as of April 1, 2022, is entered into by and between **Atlass Special Risks, Inc.**, a Florida corporation having an address at 1300 S.E. 17th St., Suite 220, Ft. Lauderdale, Florida 33316 (“Assignor”), and **RSC Insurance Brokerage, Inc.**, a Delaware corporation having an address at 160 Federal Street, Boston, Massachusetts 02110 (“Assignee”).

BACKGROUND

WHEREAS, the business of Assignor has been acquired by Assignee;

WHEREAS, Assignor owns rights to the trademarks and associated registrations set forth on Schedule A (the “Marks”);

WHEREAS, Assignee desires to receive from Assignor ownership of the Marks, including all intellectual property rights therein and goodwill associated therewith.

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 and assigns to Assignee (a) all of Assignor’s right, title, and interest in and to the Marks, including, without limitation, the registrations set forth in **Schedule A** hereto, and to any other related trademark, trade name, and service mark rights (including all common law rights and applications and registrations for the foregoing, and the right to claim priority to the same), together with the goodwill of the business symbolized by and associated with the foregoing (collectively, the “**Assigned Intellectual Property Rights**”), same 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 Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks and/or Assigned Intellectual Property Rights, all claims for damages by reason of past, present and future infringement or misappropriation of the Marks and/or Assigned Intellectual Property Rights or injury to the goodwill associated with the Marks and/or Assigned Intellectual Property Rights, and the right to sue for and collect 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.

2. FURTHER ASSISTANCE. Assignor agrees to perform all acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting and enforcing its rights in the Marks and the Assigned Intellectual Property Rights at Assignee’s cost. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of applicable Assigned Intellectual Property Rights or participating in legal proceedings. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Marks or the Assigned Intellectual

Property Rights, Assignor hereby irrevocably appoint Assignee as her/its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents related to the Marks and the Assigned Intellectual Property Rights with the same legal force and effect as if executed by 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; Submission to Jurisdiction.

(a) 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).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS IN EACH CASE LOCATED IN BOSTON, MASSACHUSETTS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

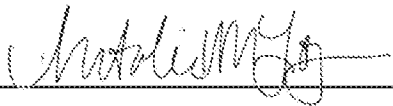
3.6 Counterparts. This Agreement may be executed and delivered by facsimile or electronic means and in any number of counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument.

3.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

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

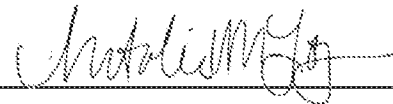
ATLASS SPECIAL RISKS, INC.

Signature:  _____

Name: Natalie Logan

Title: Secretary and Chief Legal Officer

RSC INSURANCE BROKERAGE, INC.

Signature:  _____

Name: Natalie Logan

Title: Secretary and Chief Legal Officer

Schedule A

Marks	Country	Reg. No.	Reg. Date
SEAWAVE	United States	3,733,890	January 5, 2010
SEAWAVE YACHT INSURANCE Design	United States	3,733,891	January 5, 2010
PRIME TIME Logo	United States	4,279,798	January 22, 2013
PRIME TIME BOAT INSURANCE	United States	4,817,632	September 22, 2015
PRIME TIME HIGH PERFORMANCE	United States	4,854,542	November 17, 2015
PRIME TIME BOAT INSURANCE	United States	4,827,111	October 6, 2015