

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728062

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900677592		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QOMPLX, Inc.		01/06/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GloriFi Insurance Holding Company, LLC		
Street Address:	1305 E. Houston St.		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78205		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88877634	RUBIQON RE	
Serial Number:	88877638	RUBIQON RISK	
Serial Number:	88602639	RUBICON RE	
Serial Number:	88602804	RUBICON RISK	
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>			
Phone:	2533587270		
Email:	brian.boon@booniplaw.com		
Correspondent Name:	Brian S. Boon		
Address Line 1:	10521 Fox Drive NW		
Address Line 2:	Boon Intellectual Property Law, PLLC		
Address Line 4:	Gig Harbor, WASHINGTON 98332		
NAME OF SUBMITTER:	Brian S. Boon		
SIGNATURE:	/Brian S. Boon/		
DATE SIGNED:	05/16/2022		
Total Attachments: 7			

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT, dated as of January 6, 2022 (this “Agreement”), by and between (i) QOMPLX, Inc., a Delaware corporation (“Assignor”), and GloriFi Insurance Holding Company, LLC, a Texas limited liability company (the “Assignee”) and is entered into in connection with the consummation of the transactions contemplated by that certain Membership Interest Purchase Agreement, dated as of December 29, 2021 (the “Purchase Agreement”), by and between Assignor and Assignee. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement.

WHEREAS, Assignor owns certain rights, title and interest in and to the Intellectual Property Agreements and Intellectual Property Assets set forth and described on Schedule A attached hereto (the “Transferred Intellectual Property”); and

WHEREAS, Assignor wishes to sell, convey, transfer, assign and deliver to Assignee all of the Transferred Intellectual Property in accordance with the terms set forth in the Purchase Agreement, and Assignee wishes to purchase, acquire and accept from Assignor such Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the premises set forth below, Assignee and Assignor hereby agree as follows:

1. Transfer of Transferred Intellectual Property. Effective as of the Closing and simultaneous with the consummation of the transactions contemplated by the Purchase Agreement (the “Effective Time”), Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor’s entire right, title and interest (for all countries) in and to the Transferred Intellectual Property, and all the rights and privileges under any Transferred Intellectual Property that may be granted in any country or countries, together with the goodwill of the business associated with the Transferred Intellectual Property; and all applications for intellectual property protection for the Transferred Intellectual Property, including without limitation, all applications for Transferred Intellectual Property or marks which may hereafter be filed for any Transferred Intellectual Property in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Transferred Intellectual Property under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of intellectual property protection for the Transferred Intellectual Property, which may be granted for said Transferred Intellectual Property in any country or countries.

2. Additional Requirements. Assignor agrees that, at any time, upon the reasonable written request of the Assignee and at Assignee’s expense, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary for vesting title of the Transferred Intellectual Property in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and

procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable.

3. Further Assurances. Assignor and Assignee hereby agree, from time to time, at the reasonable request of the other to execute and deliver such other instruments for conveyance, transfer and assumption, and take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Assignor and Assignee shall take all such action as may be necessary to establish Assignee as a successor to Assignor under the Transferred Intellectual Property, including with respect to Assignor's rights, duties, liabilities and obligations under, or relating to, the Transferred Intellectual Property, together with the assets relating thereto.

4. Representations and Warranties. Notwithstanding the foregoing, no provision of this Agreement shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations or any of the obligations and indemnifications, and the limitations relating thereto, of Assignee or Assignor) set forth in the Purchase Agreement, this Agreement being intended solely to effect the transfer of the Transferred Intellectual Property pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, including, without limitation, any union or any employee or former employee of Assignor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights or employment for any specified period, under or by reason of this Agreement.

6. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Assignor and Assignee.

7. Severability. If any provision of this Agreement is held invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions shall not for that reason alone be unenforceable or invalid. In such case, the parties hereto agree to negotiate in good faith to create an enforceable contractual provision to achieve the purpose of the invalid provision. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to Applicable Law and shall be enforced as amended.

8. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by the other parties hereto.

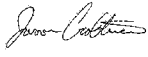
9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

[Signature Page Follows]

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

ASSIGNOR:

QOMPLX, INC.,
a Delaware corporation

By:  _____

Name: Jason Crabtree
Title: Chief Executive Officer

ASSIGNEE:

GLORIFI INSURANCE HOLDING COMPANY, LLC,
a Texas limited liability company

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption of IP Agreement]

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

ASSIGNOR:

QOMPLX, INC.,
a Delaware corporation

By: _____
Name: Jason Crabtree
Title: Chief Executive Officer

ASSIGNEE:

GLORIFI INSURANCE HOLDING COMPANY, LLC,
a Texas limited liability company

DocuSigned by:
Jerome Fadden
40B15964BDA540E...

By: _____
Name: Jerome T. Fadden
Title: Chief Financial Officer

[Signature Page to Assignment and Assumption of IP Agreement]

Schedule A: Transferred Intellectual Property

1. Trademark Assignment Agreement, dated March 31, 2020, by and between CW Investment Management Company, LLC and Qomplx, Inc.
2. The following trademarks:

Serial Number:	Mark:	Type:
88877634	RUBIQON RE	Notice of Allowance
88877638	RUBIQON RISK	Notice of Allowance
88602639	RUBICON RE	Notice of Allowance
88602804	RUBICON RISK	Notice of Allowance

TITLE	Closing deliverables for RQ - 2 of 3
FILE NAME	61558089_v 1_Assi...y - BSB final.doc
DOCUMENT ID	713f3d615c3a8eb509745fab73e782464191a062
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✦ Completed

Document History



01 / 06 / 2022
15:05:37 UTC-5

Sent for signature to Jason Crabtree (jason@qomplx.com) from amanda.morrison@qomplx.com
IP: 50.231.77.106



01 / 06 / 2022
15:06:08 UTC-5

Viewed by Jason Crabtree (jason@qomplx.com)
IP: 50.231.77.106



01 / 06 / 2022
15:08:59 UTC-5

Signed by Jason Crabtree (jason@qomplx.com)
IP: 50.231.77.106



COMPLETED

01 / 06 / 2022
15:08:59 UTC-5

The document has been completed.