

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STARLINE USA, LLC		02/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Foundation Risk Partners, Corp.		
Street Address:	1540 Cornerstone Blvd., Suite 230		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4233217	STAR · LINE GROUP	
Registration Number:	2492783	STARLINE	
CORRESPONDENCE DATA			
Fax Number:	4074815801		
<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:	4074815813		
Email:	lmilvain@latham luna.com		
Correspondent Name:	Lori T. Milvain		
Address Line 1:	201 S. Orange Ave., Suite 1400		
Address Line 4:	Orlando, FLORIDA 32801		
NAME OF SUBMITTER:	Lori T. Milvain		
SIGNATURE:	/ltm/		
DATE SIGNED:	05/19/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into on February 10, 2022 and effective as of February 1, 2022 ("Effective Date"), is by and between StarLine USA, LLC, a Delaware limited liability company ("Assignor"), and Foundation Risk Partners, Corp., a Delaware corporation ("Assignee"). Collectively, Assignor and Assignee are referred to herein as "the Parties."

WHEREAS, Assignor owns the trademarks described on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignee now desires to acquire all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, and transfers, and Assignee accepts, all worldwide right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing. Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the Trademarks, the same as would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor represents and warrants that no assignment, grant, mortgage, license, pledge, encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been executed by Assignor in favor of any third party, and that the full right to convey the Trademarks herein is possessed by Assignor. In addition, Assignor confirms that it will not challenge the validity, or assist others in challenging the validity or enforceability, of the Trademarks. To the Assignor's best knowledge, there are no parties who are using any Trademark, no registrations or pending applications for registration of any Trademark and there are no pending cases before the court or national authorities, which may adversely affect any Trademark.

3. Assignor hereby covenants and agrees that it will execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of Assignee, to realize and effect the purpose of this Assignment, without additional consideration. Assignor will communicate to Assignee all facts known to it relating to the Trademarks, do all acts necessary to

assist Assignee to maintain and enforce the Trademarks, and to perform such other acts as Assignee or its successors and assigns may deem necessary from time to time to secure the rights granted herein, throughout the world.

4. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all actions and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

5. The Parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment.

6. Any dispute, controversy or claim arising out of or relating to this Assignment, or breach, termination or invalidity hereof shall be settled through bona fide negotiations between the Parties.

7. Any amendments, modifications, alterations or supplements to this Assignment shall be made in writing to be legally effective.

8. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the Parties in the courts of Delaware.

9. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or other common electronic medium shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes.

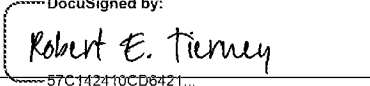
* * * * *

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

STARLINE USA, LLC, a Delaware limited liability company

By: 
Name: Robert E. Tierney
Title: Manager

ASSIGNEE:

FOUNDATION RISK PARTNERS, CORP.
a Delaware corporation

By: _____
Name: Charles H. Lydecker
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

ASSIGNOR:

STARLINE USA, LLC, a Delaware limited liability company

By: _____
Name: Robert E. Tierney
Title: Manager


ASSIGNEE:

FOUNDATION RISK PARTNERS, CORP.
a Delaware corporation

By: Charles H. Lydecker
Name: Charles H. Lydecker
Title: Chief Executive Officer

SCHEDULE A

Trademarks

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
	85557281	4233217	October 30, 2012
STARLINE	78025662	2492783	September 25, 2001