

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IncredibleBank		12/12/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Compass Insurance Services, Inc.		
Street Address:	1205 Cedar Rd		
City:	Kronenwetter		
State/Country:	WISCONSIN		
Postal Code:	54455		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5968949	IB INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	6082575444		
<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:	6082575661		
Email:	asundstedt@axley.com		
Correspondent Name:	John G. Walsh		
Address Line 1:	2 E. Mifflin St, Ste 200		
Address Line 4:	Madison, WISCONSIN 53703-4269		
NAME OF SUBMITTER:	John G. Walsh		
SIGNATURE:	/John G. Walsh/		
DATE SIGNED:	06/09/2022		
Total Attachments: 4			
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OP \$40.00 5968949

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “*Trademark Assignment*”), is made and entered into effective as of December 12, 2020, by and between IncredibleBank (“*Assignor*”), in favor of Compass Insurance Services, Inc. (“*Assignee*”).

RECITALS

A. Assignor, IB Insurance Agency, Inc., and Assignee are parties to that certain Asset Purchase Agreement made and entered into effective as of December 4, 2020 (the “*Purchase Agreement*”). Capitalized terms not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

B. Assignor, IB Insurance Agency, Inc., and Assignee have executed and delivered that certain Intellectual Property Assignment Agreement dated December 12, 2020 (the “**Original Assignment**”), as well as that certain Amended and Restated Intellectual Property Assignment Agreement dated December 12, 2020 (the “**Amended and Restated Assignment**”) (together, the Original Assignment and the Amended and Restated Assignment shall be defined as the “**IP Assignment**”), pursuant to the transactions contemplated by the Purchase Agreement, and now wish to supplement such IP Assignment by executing and delivering this Trademark Assignment.

C. Under the terms of the Purchase Agreement, Assignor and IB Insurance Agency, Inc., have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property assets and rights Assignor and IB Insurance Agency, Inc., which assets and rights constitute Purchased Assets under the Purchase Agreement, and have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities and other third parties, if applicable.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor’s right, title and interest in and to trademark registration described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Assigned Trademark**”). The Assigned Trademark includes all rights of any kind whatsoever of Assignor accruing under the Assigned Trademark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, all goodwill of the Business symbolized by and associated with the Assigned Trademark, the right to register or renew the Assigned Trademark, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Assignor shall take such steps and actions following the date hereof, as reasonably requested by Assignee, including the execution of any documents, files, registrations, or other similar items, to ensure that the is properly assigned to Assignee in accordance with the terms of the Purchase Agreement and this Trademark Assignment.

3. Terms of the Purchase Agreement. The provisions of this Trademark Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Trademark Assignment to the extent indicated in the Purchase Agreement. To the extent there is an inconsistency between the terms and provisions of this Trademark Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern and control.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

6. Supplement. This Trademark Assignment is a supplement and in addition to the IP Assignment, and does not replace, restate or limit the terms of such IP Assignment.

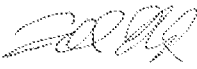
7. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

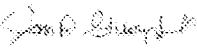
ASSIGNOR:

INCREDIBLEBANK

By: 
Name: Todd Nagel
Title: President

ASSIGNEE:

COMPASS INSURANCE SERVICES, INC.

By: 
Name: John R. Guerdnt
Title: President